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## INSIGHT STATEMENT OF WORK



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## PREPARED FOR MUNICIPAL CREDIT UNION

6/20/2018

Revision DTLK-MCU-NE-DCT-20180620-R1

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This Statement of Work ("Statement of Work" or "SOW") is entered into between Client and Insight Direct USA, Inc. ("Insight"), and shall be effective as of the date last signed below ("Effective Date"). This SOW and the Services (as defined below) shall be governed by the Terms of Sale for Services accessed via the link found at [http://www.insight.com/en\\_US/help/terms-of-sale-services.html](http://www.insight.com/en_US/help/terms-of-sale-services.html) (hereinafter, the "Agreement"). If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. This SOW and any Change Request may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Request (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. Capitalized terms used but not defined in this SOW have the meaning attributed to them in the Agreement.

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## 1 INTRODUCTION

The purpose of this document is to outline the work to be performed by Datalink in conjunction with the staff of MCU.

### 1.1 TERM OF ENGAGEMENT

The Services set forth in this SOW are estimated to begin within 3 weeks of Client signature based on staffing assignment and availability of the resources.

Following project kick-off, the Services are planned to be delivered over a 0 week contiguous duration. A more detailed project plan will be developed as part of project initiation and kick-off activities.

## 2 DESCRIPTION OF SERVICES / SCOPE

### 2.1 SECURE LDAP DEPLOYMENT

MCU has expressed a desire to work with Datalink to configure secure LDAP on four existing domain controllers. No new domain controllers will be built for secure LDAP. The current in house PKI will deliver the certificates needed for Secure LDAP.

#### 2.1.1 PHASE I - DISCOVERY RESPONSIBILITIES MATRIX

RESPONSIBILITY	INSIGHT	MCU
Deliver requirements <ul style="list-style-type: none"> <li>Business</li> <li>Technical</li> <li>Security</li> </ul>		X
Perform discovery on current domain controller deployment	X	
Create and deliver implementation plan	X	
Sign off on implementation plan		X

#### 2.1.2 PHASE II - DEPLOYMENT RESPONSIBILITIES MATRIX

RESPONSIBILITY	INSIGHT	MCU
Configure Secure LDAP (SLDAP) on 4 domain controllers	X	
Configure certificate for SLDAP	X	
Test AIX consumption of SLDAP		X
Change SLDAP configuration due to AIX testing – if needed	X	

#### 2.1.3 SCOPE BOUNDARIES

The following table outlines the physical infrastructure boundaries for this project.



TECHNOLOGY OR SYSTEM	LIMIT OR QUANTITY	DESCRIPTION
Secure LDAP	Up to 4 servers	Configure secure LDAP on up to 4 domain controllers

## 2.2 TOOLS

The use of collection, performance, or analytical tools may be required from third party vendors. The following tools have been identified.

TOOL	DESCRIPTION	INSIGHT	MCU
No tools have been identified			

## 2.3 OUT OF SCOPE

All projects, migrations, and technology refreshes, not specifically listed as an Insight responsibility in Section 2, are not in scope and therefore the responsibility of the Client. These include, but are not limited to the following:

- Installing or configuring new Active Directory servers
- Configuration of exiting PKI environment
- Upgrade of existing PKI environment
- Testing AIX with SLDAP

## 3 DELIVERABLES

Insight will provide the following Deliverables

PHASE	DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERIA	FORM OF ACCEPTANCE
I	Implementation plan	Document outlining the implementation of the secure LDAP on the 4 existing domain controllers	Customer Sign-Off	Email

## 4 ACCEPTANCE CRITERIA

### 4.1.1 DELIVERABLE SIGNOFF

MCU shall review, test, and/or certify Deliverables against the Acceptance Criteria set forth in the table above. Each Deliverable will be approved with a written signoff using the following procedure:

- The Deliverable will be provided to the MCU designee. It is the MCU designee's responsibility to make and distribute additional copies, if needed, to other reviewers.
- Within 3 business days the MCU designee will either approve the Deliverables or provide the supplier a list of requested changes. If no response is received from the MCU designee within 3 days, the Deliverable will be deemed approved.

#### 4.1.2 DELIVERABLE SUBJECT TO ACCEPTANCE TESTING

As soon as possible within 3 business days after the earlier of implementation or delivery by Insight of a Deliverable subject to testing ("Testing Period"), as set forth in the Table above, MCU shall test the Deliverable to determine material conformance with the detailed, written specifications ("Specifications") set forth for such Deliverable. The Deliverable shall be deemed accepted unless MCU notifies Insight of its rejection by written notice given as soon as possible during the Testing Period starting with particularity the basis for such rejection.

If such Deliverable fails to conform to the applicable Specifications in any material respect, Insight at its own expense shall have up to 20 business days to cure such non-conformance with the applicable Specifications. MCU will retest pursuant to the terms set forth above.

If, after repeated attempts, Insight, is unable to remedy the non-conformance, either party shall have the right to terminate the Agreement upon 15 days prior written notice.

## 5 INSIGHT PROJECT CONTACT AND LOCATION INFORMATION

### 5.1 PROJECT CONTACTS

CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
Paul Johnson Managing Principal	<a href="mailto:paul.johnson@insight.com">paul.johnson@insight.com</a>	(952) 279-5926(o) (612) 810-4410(c)
John Aiello Account Executive	<a href="mailto:John.aiello@insight.com">John.aiello@insight.com</a>	(646) 883-2852
Vishnu Kandhai Client Sponsor	<a href="mailto:vkandhai@nymcu.org">vkandhai@nymcu.org</a>	
Mike Blair National Microsoft Principal	<a href="mailto:Mike.blair@insight.com">Mike.blair@insight.com</a>	(952) 279-5617

### 5.2 PROJECT LOCATION

Work shall be performed at the MCU location(s) noted below:

CONTACT NAME	STREET	CITY	STATE/ZIP	CONTACT PHONE
Vishnu Kandhai	22 Cortland St	New York	NY / 10007	

## 6 CHANGE MANAGEMENT

Any change to this SOW (whether cost impacting or not) will be mutually coordinated by both MCU and Insight. Changes and/or Change Requests will be processed under the Insight Change Management process as defined in this Section. Approval by either party will not be unreasonably withheld.

Insight will provide the following Change Management Services:

- Create and process SOW Change Requests
- Analyze impact of proposed changes, including cost, effect on existing service delivery, effect on current MCU environment and process
- Create attachments to existing SOW for future changes
- Create Change Orders upon acceptance of Change Request
- Maintain file copies of all Change Requests and Change Orders

The Change Control Form provided in section Appendix A will be the tool for communicating change to the SOW. If a change to the systems, service levels, operational processes, or manner of delivering the Services is requested or



required, the MCU or Insight will prepare a Change Request that describes the reason for the change, and the anticipated impact of the change. This could include such items as any anticipated performance or cost impacts. The requester must document in detail the change to be made. When completed, the Change Request Form must be forwarded to Insight change contact for further action. Upon approval, any such change will be set forth in a written Change Request signed by both parties. The change will be documented and made part of this SOW, or the change process may be used to add a SOW to the Agreement.

A Change Request is appropriate in the following examples:

- Changes to environment, scope, management, and performance of projects (regular and special), milestones, tasks, systems, service levels
- Adding resources, scope, projects, new services, tasks
- Management and control of hardware and software changes (in the server or data center environment)
- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing
- Adding, deleting, and/or changing sites where services are provided or the nature of services provided at a site

The process set forth in the following list will be followed if a change to this SOW is requested or additional services are to be provided. The Client and Insight contacts will review the proposed change within 10 business days and one of the following actions will be taken:

- Approve implementation or develop a strategy for implementation depending upon the scope of the change
- Reject the change
- Decide to investigate further or escalate

Based upon the type and scope of change requested and the urgency associated with the request, it may be determined that an executive-level discussion is appropriate. The primary contact within both organizations will be responsible for escalating within the Client and Insight. Until agreement can be reached on the implementation of the requested change, or if agreement cannot be reached, activities will continue to be performed according to the current SOW terms, or documented and priced levels of work.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any affected Service Levels. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service. Notwithstanding the foregoing, Insight may make changes to the Services, the standards, operation procedures, allocation, and quantity of system resources used and administrative and operational processes that do not have a material adverse effect on the Service Levels or cause an increase to the fees without the Client's consent.

## **7 PROJECT FEES – FIXED FEE**

### **7.1 FEE SCHEDULE**

The project services rendered to MCU by Insight are based upon a fixed fee engagement for the activities outlined in this SOW. All prices are in U.S. Dollars. The fee listed in the table below reflects Insight current understanding of the level of effort for the project definition.

If Insight identifies additional requirements beyond those described in this document, or if a change in the assumptions used in the pricing model occurs, a Change Request will be written and submitted per the Insight Change Management requirements (SOW Section 66).

The following services pricing is based upon the assumption that MCU is able to fulfill its responsibilities in a timely and effective manner. Should MCU be unable to satisfy these responsibilities, additional labor may be incurred due to delay or the completion of additional work.

MCU will pay Insight for the services at the rates identified in the table below:

SERVICES ENGAGEMENT	PRICING
Fees	\$5,624

## 7.2 PRICING ASSUMPTIONS

The pricing assumptions within this SOW are based on the following requirements.

- Project work will not begin until MCU has assigned a project sponsor and project manager.
- A project Change Request Form must be completed if deliverable expectations are not agreed to utilizing an Expectations Matrix within the first three weeks of this project schedule, by MCU project sponsors, project leads, and Datalink.
- Project reporting will not begin until Microsoft Project Plans are agreed to by MCU project sponsors, project leads, and Datalink
- MCU personnel available as required
- Requested documentation be provided by MCU within 24 hours of request
- Work is performed on-site and off-site estimated as follows based on project timeline:
  - [0%] on-site
  - [100%] off-site (Project documentation and after hours work)
- Unless otherwise noted in this SOW, all project work will be completed during Regular Work Hours as defined in Section 6.4.
- [Remove this text if no additional items]

## 7.3 TRAVEL AND EXPENSES

MCU shall reimburse Insight for the actual travel costs incurred by Insight in connection with performing the Services in this SOW.

The estimated travel and expenses are identified in the table above but MCU will only be billed for actual expenses.

Travel and Expenses is defined as all expenses, including but not limited to, travel to and from the MCU sites, meals, necessary office supplies, car service, lodging, parking, tolls, and other reasonable and actual direct expenses. Mileage and other Travel and Expenses charges will be based upon Insight policy.

## 7.4 WORK HOURS

Regular Work Hours – Monday through Friday, 8 a.m. to 6 p.m. local time, excluding Insight observed holidays. On an exception basis, Insight staff may work alternate work hours pending approval of the Insight Project Manager.

Generally, if a holiday falls on a Sunday, it will be observed on the next Monday. If a holiday falls on a Saturday, it will be observed on the previous Friday.

## 7.5 OVERTIME RATES

- Not Applicable

## 7.6 WORK LOCATION(S)

Work shall be performed at the MCU location(s) indicated in the Project Contact and Location Information section.

## 7.7 PROJECT KICKOFF

The project kickoff will be held as noted below:



PROJECT KICKOFF	
Kickoff Date	7/8/2018
Kickoff Location	
Client Attendees	
Insight Attendees	
Target End Date	7/9/2018

Any anticipated changes to Kickoff and Target End Dates will be communicated to the Client project sponsor as part of the project coordination process.

## 7.8 PAYMENT TERMS

- Billing and Payments will occur in US Dollars according to the following table.
- Condition of payment is based on completion of objectives outlined in this SOW.
- Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any travel-related expenses and taxes incurred (if applicable).
- Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any travel-related expenses and taxes incurred (if applicable).

TIMELINE	PERCENTAGE OF PROJECT ESTIMATE	PAYMENT
Project Conclusion	100% of Fees	\$5,624

## 8 SIGNATURES

The contents of this SOW accurately define the full scope of work and operating procedures to complete the project described herein.

The scope of work for this project will become enforced when this SOW is agreed upon and signed by both authorized Insight and Municipal Credit Union representatives within 30 days from {Date}. The scope, term, Deliverables, and/or fees may change as a result of delays in signing this SOW beyond this 30 day period.

Accepted and Agreed to:

Municipal Credit Union	Insight
BY: _____	BY: _____
Signature _____	Signature <u>Paul Johnson</u>
Printed Name: _____	Printed Name: Paul Johnson
Title: _____	Title: Managing Principal
Date: _____	Date: 6/20/18

## 9 APPENDICES

### 9.1 APPENDIX A – CHANGE CONTROL FORM

The following form is the standard used within the Insight Change Management program and described in Section 66.

Change Request #:	Request Date:	Client Name: Municipal Credit Union	SOW Ref. #: DTLK-MCU-NE-DCT-20180620-R1
Project Name: Secure LDAP deployment			PO #:
Requester's Name:			Phone Number:
Description of Change Request: (provide attachment if more space is needed)			
Justification for Change Request / Impact If Not Approved:			
Impact of Change Request on SOW			
SOW Section	Impact/Change/Activities		
Category of Change	Impact/Change		
Cost			
Schedule			
Manpower - Insight			
Manpower - Client			
Responsibilities			
Insight. Approval			
Name	Title	Signature	Date
Client Approval			
Name	Title	Signature	Date
BY ACCEPTING THIS CHANGE REQUEST, CLIENT AGREES TO PAY FOR THE ABOVE OUTLINED ADDITIONAL SERVICES AND TO PROVIDE QUALIFIED CLIENT EMPLOYEES AS OUTLINED IN THE ORIGINAL SOW			

## 9.2 APPENDIX B – MILESTONE ACCEPTANCE

### 9.2.1 MILESTONE INFORMATION

<b>Date:</b>	
<b>Initiated By:</b>	
<b>Client:</b>	Municipal Credit Union
<b>Project Name:</b>	Secure LDAP deployment
<b>Project Number:</b>	DTLK-MCU-NE-DCT-20180620-R1
<b>Milestone Description:</b>	

### 9.2.2 SIGN-OFF

I, \_\_\_\_\_, certify that I have full authority to sign this Milestone Acceptance on behalf of Municipal Credit Union.

The tasks and Deliverables have been reviewed by me and fully meet the objectives expressed by Insight's SOW number DTLK-MCU-NE-DCT-20180620-R1 dated 6/20/2018.

Milestone completed for invoicing:

- [Milestone Name as per the Fees Section] for \$(dollar amount as per the Fees Section]

The undersigned acknowledges completion and acceptance of the above referenced milestone. In addition, by signing below, Municipal Credit Union authorizes Insight to invoice the professional services incurred per the SOW invoicing terms.

The signed provision of this Milestone Acceptance form or the failure to provide a Non-Compliance Notice within 5 days after receipt of the document from Insight shall constitute acceptance by Client to commence invoicing. Client may not withhold its acceptance of the Milestone as a result of defects therein that do not materially affect the performance or functionality thereof.

#### **Accepted and Acknowledged by:**

##### **INSIGHT**

##### **MUNICIPAL CREDIT UNION**

*Signature:*

*Signature:*

*Printed Name:* Paul Johnson

*Printed Name:* Vishnu Kandhai

*Title:* Managing Principal

*Title:*

*Date:*

*Date:*

Please return the signed Milestone Acceptance Form to the following:

Email: paul.johnson@insight.com