Statement of Work # 22248105-sub   **Client SOW # 22248105**

Linux Upgrade

1. PARTIES

"Insight"	**"Vendor"**
Insight Direct USA, Inc.	QTR Systems, LLC
6820 S. Harl Avenue	34350 US Highway 19 N.
Tempe, AZ 85283	Palm Harbor, Florida 34684
Attn: Tim McDonald	Attn: Timothy Lehto

2. ENTIRE AGREEMENT

This Statement of Work ("SOW") is effective as of the date last signed below ("SOW Effective Date") and is subject to the Master Subcontract Agreement between Insight and Vendor, dated October 20, 2016, (hereinafter, the "Agreement"). This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

Pursuant to this SOW, Vendor will provide the Services described herein to Insight for and on behalf of its customer, Vectrus ("Client").

3. SCOPE OF SERVICES

Vendor is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

The following is a high-level description of the Services Vendor will provide:

- Perform full system health check of both Azure and on-premises environments to include configuration checks against security and performance best practices and aid with any remediation actions resulting from the check

- Enable disk encryption for OS and data disks on all Azure VMs

- Integration of both Azure and on-premises Linux systems with Microsoft Active Directory to enable LDAP authentication

- Relocation of IBM DB2 from OS disk to a new data disk:
  - Create, using best practices, a new Physical Volume (PV), an overarching Volume Group(VG), and Logical Volume(s) (LV) to facilitate migration of '/home' which currently holds the DB2 installation files
  - Migrate existing '/home' to a new LV with no data or functional loss
  - Update necessary mappings so that the new volume is automatically

- Reconfiguration of /etc/fstab to mount shares automatically and the creation of a CIFS credential file to facilitate removal of credentials from /etc/fstab

- Configure system to allow applications such as DB2 to start automatically on reboot

- Provide guidance on application management, disk administration and resource allocation best practices

- Upgrade all RHEL instances to 7.5 and demonstrate best practices for OS updates and security patching

3.1.1.   Location

The Services will be performed remotely.

3.2. Deliverables

Vendor will provide the following Deliverables:

- As-built documentation

- Project acceptance and sign-off document, if applicable

3.3. Vendor Responsibilities

Vendor is responsible for the following:

1. It shall be the responsibility of the Vendor that all personnel can provide the appropriate identification documents required for access to the Client's network

2. Vendor shall ensure that all personnel assigned to this engagement do not hold passports from US embargoed or sanctioned countries.

3. Should Vendor decide to subcontract part of this work, Vendor must put this request in writing and receive written permission from Insight prior to engaging a third party. Furthermore, Vendor will be held responsible for any liability, workman's compensation, or other issues arising out of the third-party agreement.

4. Vendor will provide the applicable and necessary labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

5. Vendor will enter SOW Line Items (Schedules, Events, or Fees) weekly as they occur in the Vendor Management System ("VMS"). Vendor Personnel must input their weekly Billable Time or scheduled charges by noon, local time, on the Monday immediately following the week in which work was performed and on the first day of every month. Insight will not have any obligation to pay Vendor for Billable Time submitted later than 10 business days after completion of Insight-approved Services, unless a different submittal deadline has been mutually agreed upon between Vendor and Insight, and provided Insight did not cause the delay.

3.4. Insight Responsibilities

Insight is responsible for the following:

1. Insight will ensure that Client will be responsible for ensuring backups exist of all VMs in both environments, however the Vendor will take all reasonable steps to ensure that additional safeguards are employed to reduce risk of data loss or downtime wherever possible.

3.5. Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement.

1. Engineers will work with the Client's personnel remotely during the engagement, facilitating knowledge transfer and on-the-job training.

2. All software licensing will be provided by the Client.

3. All configuration changes must be fully tested and signed off by a representative of the Client in the test environment prior to promotion of any artifact to the production environment.

4. Setup and configuration should be fully documented with the Vendor providing an as-built document as part of the deliverable.

5. All Services included in this SOW will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight and Vendor in writing.

6. Any changes to the scope and/or assumptions will require joint Insight/Vendor written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Insight.

3.6. Resource Team

- Primary Contact, QTR Systems, LLC – Timothy Lehto

    o   Vendor Contact phone number – 727-475-5369

    o   Vendor Contact email address – tlehto@qtrsystems.net

- Secondary Contact, Vendor – TBD

- Resource/Project Manager, Insight – TBD

- Services Leader, Insight – Scott King

- SOW Prepared by, Insight – Melonee Gauff

3.7. Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, a sample of which is provided in the Change Request Sample Attachment. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Vendor shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO).

4.2. Estimated Duration

The Project's duration will be approximately 80 hours.

5. PRICING/INVOICING

5.1. Time and Materials (Not-to-Exceed)

Services will be provided on a time and materials basis not-to-exceed 80 hours. Insight will not reimburse Vendor for travel expenses, if any are required. Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Senior Systems Engineer	80	$140	$11,200.00
Total Estimated Amounts	**80**		**$11,200.00**

Note: With the exception of the hourly rate and any fixed fees (if applicable), the table above provides budgetary estimates only.

5.2. *Pricing Notes*

1. Pricing is valid for 30 days from the date of this SOW.

2. All prices are in U.S. dollars.

3. Vendor will submit a Change Request Form for any additional hours required if actual hours worked to complete Deliverables for this SOW is anticipated to go beyond the estimated hours listed in the table above. The Change Request Form will contain the revised estimate of hours needed to complete the Deliverables.

6. SPECIAL TERMS AND CONDITIONS

6.1. *Project Kickoff*

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. *Business Hours*

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Holidays.

6.3. *Vendor Management System Fees*

In exchange for access to the Vendor Management System ("VMS") and utilization of the Software, Vendor will be subject to a processing fee ("VMS Fee"). The VMS Fee will be an amount equivalent to 1% of all charges by Vendor attributable to Services delivered each, exclusive of expense reimbursements and any applicable taxes charged by Vendor to Insight. The VMS fee will be deducted from the payment attributable to Vendor's Services, and the balance (less any discounts for early pay) shall be considered payment in full for Services rendered.

7. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Vendor	
By:	*Authorized Representative*	By:	*Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

8. ATTACHMENT – CHANGE REQUEST SAMPLE

Insight

CHANGE REQUEST FORM CHANGE REQUEST #		
Vendor	**Original Project Name**	**Original SOW Number**
Insight Services Manager	**Vendor Project Sponsor**	**Request Date**
Purchase Order to Apply to Changes:		**State/Federal Contract Reference (if applicable)**
Change Request Summary		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
Signatures		
This is a sample CR - not for execution.		