**Statement of Work No. NOD-47319**

**Between**

**Hitachi Vantara LLC (“Hitachi”)**

**and**

**National Oak Distributors Inc (“Customer”)**

**Hitachi Quote No.** **20350361**

This Statement of Work ("SOW") is governed by, and incorporates by reference, the terms and conditions of the Master License and Services Agreement Number OF-112048 ("Master Agreement") in effect between Hitachi Vantara LLC, successor organization to Pentaho Corporation and National Oak Distributors Inc (“Customer”). The terms of this SOW shall govern in the event of any conflict with the Master Agreement. Unless otherwise set forth herein, capitalized terms used but not defined in this SOW (including the Exhibit(s) attached hereto) shall have the meanings ascribed to them in the Master Agreement.

**SERVICES**

Hitachi will provide Customer with services which are comprised of 1 service offering(s) identified in the table below (each a “Service” and together the “Services”) and as more fully described in attached Exhibit A.

|  |  |  |
| --- | --- | --- |
| Exhibit No. | Description of Service | Hitachi Part No. |
| A | SVC Hitachi Pentaho Consulting Services (PCONS-J10.p) | zAM-051-100210-01-002 |

**APPROACH**

The Services will be performed as specified in the attached Exhibit(s).

**DELIVERABLES AND OUTCOMES**

Hitachi will provide the Deliverables and Outcomes as specified in the attached Exhibit(s).

**CUSTOMER RESPONSIBILITIES**

Customer Responsibilities are specified below as well as in the attached Exhibit(s). Customer will:

1. Designate a Project Manager (“Project Manager”) to whom all Hitachi communications shall be addressed. The Project Manager will provide (a) information and resources in a timely manner as needed by Hitachi to enable Hitachi to complete the Service described in this SOW; and (b) will be readily available and onsite as and when required by Hitachi for the duration of the Service. The Project Manager will be responsible for receiving any Deliverables and has full authority to provide any needed approvals for Customer under the Change Control provision below.
2. Provide appropriate onsite facilities including desk, telephone and access to systems and other resources as required in order to deliver the Services in this SOW.
3. Communicate with the Hitachi Project Manager and make appropriate staff available to participate in the project activities as required, including a technical lead for the duration of the project.
4. Ensure that suitably qualified Customer subject matter experts are available to Hitachi in specialized areas required for the performance of these Services such as storage, server and networks, when both onsite and offsite.
5. Procure and make available any server, SAN, storage and LAN infrastructure, together with any software and valid licenses, required by Hitachi to perform these services, including user access and passwords as necessary.
6. Assume all responsibility for Customer networks, including connectivity, performance and configuration issues.
7. Provide timely review of all materials and documentation supplied by Hitachi and respond promptly to Hitachi's requests for information applicable to the Services being rendered.
8. Possess valid licenses for all software that is covered by the Service(s) listed herein and ensure all licenses will cover Hitachi's use of the software.
9. Ensure that the Service Location is prepared for the Service and that all required power, air conditioning, cabling, and environmental and telecommunication requirements have been addressed.
10. Ensure that any prerequisites agreed between Hitachi and Customer are completed satisfactorily prior to Hitachi commencing performance of any Service.
11. Customer Delays: Customer will provide at least two (2) business days' notice of the postponement of any Services previously scheduled by Hitachi and Customer (“Timely Notification”). Where Customer does not provide Timely Notification, the Service will be impacted as applicable:
12. Time and Material Services: Customer shall forfeit eight (8) hours and cover any applicable travel rebooking and cancellation fees per each rescheduled resource. The forfeited time shall be added to the next weekly timesheet and, if applicable, Customer shall be invoiced accordingly.
13. Fixed Price Contracts: Customer shall cover any applicable travel rebooking and cancellation fees per each rescheduled resource and shall be invoiced accordingly. If necessary, a change in Fees and Duration will also be agreed by the parties through the Change Control section of the SOW.

ASSUMPTIONS

Hitachi will rely on the following Assumptions, together with those stated elsewhere in each individual Exhibit, in performing these Services. Should any of these Assumptions prove to be incorrect or incomplete or should Customer fail to comply with any of the Assumptions set forth in this document, Hitachi reserves the right to modify the price, scope or schedule.

1. Hitachi reserves the right to use subcontractors in those roles it deems appropriate.
2. "Consultant" means any person performing services on behalf of Hitachi in connection with this SOW, whether employed by Hitachi or by a Hitachi subcontractor. Hitachi reserves the right to replace any Consultant at any time for any reason. If the Consultant who normally responds to Customer requests is unavailable, Hitachi will notify Customer and agrees to select a mutually acceptable replacement, if required.
3. The Consultant will be scheduled to work normal business hours (Monday through Friday), excluding Customer holidays, unless an alternate schedule has been agreed upon by both parties. Normal working hours are 8 hours worked per day between 09:00 and 18:00 Monday to Friday, excluding Bank or National Holidays. Any requests for work to be performed outside these hours will be handled through the Change Control section of this SOW. Such work will require a 35% uplift/premium for Monday to Friday, and a 75% uplift/premium for Saturday, Sunday and Bank or National Holidays. Documents provided by Hitachi as project deliverables will be delivered in English and adhere to Hitachi's standard document formats.
4. Documents provided by Hitachi as project Deliverables will be delivered in English and adhere to Hitachi's standard document formats.
5. Hitachi assumes all third-party vendor specific revisions and versions are appropriately supported configurations within the environment and it is Customer's responsibility to resolve all revisions and versions prior to commencement of the Services. If Customer's supportability does not meet the minimum criteria (as defined by the applicable third-party vendor), Hitachi reserves the right to withhold or delay the Services until Customer resolves all supportability issues and the parties agree to extend the period of performance accordingly.
6. Any tasks or Services not specifically stated in any of the attached Exhibits are considered out of scope for this SOW.
7. Hitachi will perform the Service(s) at the Service Location referenced herein or remotely from a Hitachi Location.
8. Any Service schedule estimates represent Hitachi's best technical judgment based on information available. The actual duration of the Service(s) may vary.
9. Service(s) Expiration: Service(s) purchased under this SOW that have not been completed within twelve (12) months from the issue date referenced on the Purchase Order (“PO”), or another timeframe specified within the applicable Exhibit, will be deemed null and void. Any remaining payments are non-refundable, and credits will not be granted. If an Exhibit contains a Service Expiration date which occurs other than twelve (12) months from the issue date on the PO, the Exhibit shall govern with respect to this Section (I).
10. For the avoidance of doubt, an epidemic or pandemic (including, without limitation, COVID-19) will constitute a Force Majeure Event for the purposes of this SOW.

Change Control Process

Changes to this SOW may be initiated by providing a request to the other party. The Parties will review any change requests and advise each other if the request can be accepted, and if so, the price, scope and schedule impacts. For a requested change to be made effective, it will be documented and agreed to, in writing or via email, by both Parties.

Project Management

A Hitachi Project Manager will be designated by Hitachi (“Project Manager”) that is responsible for the overall project and coordination of project management activities with Customers Project Manager. The Project Manager will have responsibility for coordinating all activities on the Service(s), scheduling resources, and will be the single point of contact for the Service(s).

TOOLS

If Hitachi elects to utilize any software or hardware tools ("Tool(s)") in performance of the Service(s), Customer agrees to assist Hitachi by installing and configuring such Tools, under Hitachi's direction and supervision. Installation may require access to a Customer server.

Solely, as necessary to allow for such assistance, Hitachi grants Customer a limited personal, non-exclusive, non-transferable license to install and configure the Tools under Hitachi's direction and supervision and solely as necessary to allow for completion of the Service(s) in accordance with the SOW. If required, Customer will send the data, gathered by the Tools, off-site for Hitachi's analysis as directed by Hitachi.

Customer acknowledges that any Tool(s) utilized relating to the Service(s) are the sole and exclusive property of Hitachi or its licensors. The Tools are confidential and copyrighted and all rights therein not expressly granted to Customer under the SOW are reserved to Hitachi. Hitachi will remove the Tools from Customer's devices prior to Project Completion.

If Customer elects not to implement any Hitachi recommended Tools, and if required, opts to perform any required data collection process manually, it is to be understood this might extend the duration and will require a change order.

FEES/PAYMENT

Fees for this service (valued at $12,000.00) are nullified per agreement 20268237-2, the two year software renewal. The fee for Service(s) provided under this SOW includes travel and other project-related expenses.

SERVICE ACCEPTANCE CERTIFICATES

Upon Milestone Completion, as identified below, Hitachi will present Customer with a Milestone Acceptance Certificate (“AC”) form. Customer should sign and return a copy of this form to Hitachi. If Customer does not return a signed copy or provide Hitachi with a written description of any perceived deficiencies in the Services, within ten (10) business days after receipt of the Milestone Acceptance Certificate form, then the Services will be deemed completed and accepted. In lieu of signature, email correspondence is an acceptable form of acknowledgement.

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| --- | --- | --- | --- | --- | --- |
| **Exhibit** | **Service** | **Milestone Name** | **AC Presented** | **Milestone** | **Amount** |
| A | SVC Hitachi Pentaho Consulting Services (PCONS-J10.p) | Completed Milestone | Monthly for Actual Hours Delivered | A1 | $0 |
|  | | | | **Total:** | $0 |

**PRIMARY CONTACTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Hitachi Primary Contact:** | | | | |
| **Name** | **Email** | | **Phone** | |
| Joshua Greenberg | josh.greenberg@hitachivantara.com | | 704 918 6669 | |
| **Customer Primary Contact:** | | | | |
| **Name** | **Address** | **Email** | | **Phone** |
| Stephan McQuown | 6529 Southern Blvd Ste 6 West Palm Beach United States, 33413-1735 | [smcquown@nationaloak.com](mailto:smcquown@nationaloak.com" \t "_blank) | | n/a |

**SERVICE LOCATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location Primary Contact:** | | | |
| **Name** | **Address** | **Email** | **Phone** |
| Stephan McQuown | 6529 Southern Blvd Ste 6 West Palm Beach United States, 33413-1735 | [smcquown@nationaloak.com](mailto:smcquown@nationaloak.com" \t "_blank) | n/a |

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| IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be duly executed by their respective authorized representatives and is effective as of the date first set forth below. | |
| **Hitachi Vantara LLC**  (“Hitachi”) | **National Oak Distributors Inc**  (“Customer”) |
| By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |
| This SOW must be executed within ninety (90) days of the date noted below, unless extended in writing by the parties.  SOW No. NOD-47319  Dated: December 15, 2020 | |

## Exhibit A for NOD-47319

## SVC Hitachi Pentaho Consulting Services (PCONS-J10.p)

## SCOPE

Hitachi will, as more fully described herein, provide Customer with upgrade support services including installation of Pentaho 8.3 software, migration and testing of Pentaho content and issue triage and remediation (“Service”). As part of the Service, Hitachi Vantara will assist Customer resources with the following upgrade tasks:

1. Installation and configuration of a Pentaho 8.3 environment using archive-based install process.
2. Migration of Pentaho Data Integration content to the Pentaho 8.3 environment.
3. Regression test of migrated Pentaho content.
4. Identification and evaluation of issues resulting from regression testing.
5. Remediation of identified issues.
6. Recommendation of next steps.

## Scope Boundaries

The Service is limited as follows:

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| --- | --- | --- | --- |
| **In terms of** | Pentaho Upgrade Support | **this Service includes** | Five (5) Consulting Days |

**APPROACH**

Hitachi will deliver the Service in the following Phases:

|  |  |
| --- | --- |
| **Pre-Engagement Phase** | The Hitachi Engagement Manager shall review Customer’s requirements, mutually introduce each party’s engagement resources and agree on practicalities such as location and timing of the Services.   1. Objective: To ensure Hitachi is prepared to provide the Services in accordance with Customer’s requirements (including the completion of any requirements necessary to access Customer’s location and/or systems) and Customer provides the necessary technical environment required by Hitachi to enable the provision of the Services. 2. Duration: Varies 3. Activities during this Phase:    1. At least two (2) weeks prior to commencing the Services, Hitachi will provide Customer with a “Pre-Engagement Checklist” to complete. Upon receipt of a completed Pre-Engagement Checklist, Hitachi will verify the prerequisites listed have been completed by Customer, including an inventory of Customer’s technical environment.    2. At least one (1) week prior to commencing the Services, Customer will deliver to Hitachi any project pre-requisites and detailed requirements needed to provide the Services.    3. Once the completed Pre-Engagement Checklist is verified by Hitachi, Hitachi and Customer will schedule the Kickoff Meeting and the commencement of the Services. 4. Customer’s obligations: Customer shall, via its project management team, ensure its site and team are ready for Hitachi to deliver the Services. 5. Deliverable: Completed Pre-Engagement Checklist provided by Customer to Hitachi 6. Hitachi Resource: Project Manager 7. Prerequisites: Customer shall complete all prerequisites and documentation detailing its current storage system(s), server(s), number of hosts of each operating system, etc. and submit this to Hitachi prior to the scheduling of Phase 1 of the Services. |
| **Kickoff Meeting** | Hitachi will:   * Conduct a Kickoff Meeting with key Customer stakeholders to review the project Scope, Approach, Deliverables, environmental readiness, and responsibilities of both parties. * During the Kickoff Meeting, Hitachi will exchange contact, procedural, and schedule information with Customer. |
| **Phase 1: Upgrade Support** | 1. Objectives: Begin the upgrade of Customer’s Pentaho 5.x environment to Pentaho 8.3 and progressing to a point whereby a recommendation for completion of upgrade can be provided. 2. Duration: 5 days 3. Activities:   Customer and Hitachi will perform the following, bound by the number of consulting days:   * 1. install and configure Pentaho 8.3 environment;   2. recommend Enterprise or File Based repository for work products as appropriate;   3. implement sequencing for logging tables to avoid deadlocks;   4. remove old text log files;   5. connect Pentaho to Customer’s data sources and creating sample content based on Customer’s data in each environment;   6. migrate Pentaho Data Integration content to Pentaho 8.3 environment;   7. regression test Pentaho Data Integration content;   8. identify and evaluate issues arising from regression testing;   9. remediate identified issues; and   10. recommend any next steps for completion of the upgrade.   For the avoidance of doubt, the Service may not result in a completed Pentaho upgrade as some content may not be migrated, tested and/or remediated.   1. Customer’s obligations:   Customer shall ensure the following resources are available to Hitachi as needed for the activities described above:   * 1. Project management resources   2. Technical team resources (e.g. system administrator, database administrator, data analysts, system architects and others as needed)   3. Developer team resources to assist with all section (ii) Activities.  1. Deliverables:    1. Installation of a single Pentaho 8.3 environment    2. Recommendations for completion of the upgrade 2. Hitachi Resource: Senior Consultant 3. Assumptions:    1. The scope of Hitachi effort is limited by the Duration of this Phase. 4. Prerequisites:    1. Pre-engagement Phase is complete.    2. Server environment have been installed and configured that meet or exceed the requirements of Pentaho as described on Pentaho’s Help Website    3. Server environment has network connectivity to all data and system sources required by the current Pentaho installation.    4. Customer has identified and made available all Pentaho 7.1 content to be migrated. |
| **Project Closure** | Hitachi will:   * Review the final implementation with Customer. * Review Service-related documents with Customer. * Review troubleshooting, support, and escalation procedures with Customer. |

## Deliverables and Outcomes

**Deliverables:** The following Deliverables will be provided to Customer in either hard or soft-copy depending on Customer requirements:

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| --- | --- |
| **Phase 1: Upgrade Support** | * Installation of a single Pentaho 8.3 environment * Recommendations for completion of the upgrade |

**Outcomes:** Upon completion of the Service, Customer will have an installed Pentaho 8.3 environment and begun the process of content migration and testing within the Pentaho 8.3 environment and a recommendation for completion of the upgrade process. For the avoidance of doubt, the Service may not result in a completed Pentaho upgrade as some content may not be migrated, tested and/or remediated

## Customer Responsibilities

1. For the duration of the Service, Customer will provide Hitachi with the following:

* Access to host systems and networks involved, including user access and passwords as necessary.
* A Service Location that is prepared for the Service. Customer will ensure that all required power, air conditioning, cabling, and environmental and telecommunication requirements have been addressed.
* VPN such that Hitachi consultants can work with Customer systems remotely.
* Databases, networks and systems which are operating optimally.

1. For the duration of the Service, Customer will:

* Assume all responsibility for the installation, configuration and tuning of all non-Pentaho components within all relevant environments, including, but not limited to operating systems, databases, security providers, web servers and networks; and shall resolve all connectivity, performance, and configuration issues within a reasonable timeframe.
* Complete all prerequisites and documentation detailing its current storage system(s), server(s), number of hosts of each operating system, etc. prior to the scheduling of the Service.
* Provide infrastructure and technical environments that meet or exceed the requirements of Pentaho as described in the documentation detailing supported configurations and minimum sizing found at http://help.pentaho.com or any successor URL.

## Assumptions

1. The information provided by Customer as part of the Pre-engagement Phase is complete, true and accurate.
2. A workday is defined as eight (8) hours worked and typically delivered between 08:30 and 17:30 on weekdays (defined as Monday – Friday, excluding recognized Hitachi and Customer holidays).
3. A workweek consists of five (5) workdays.
4. A person-week of travel constitutes four (4) workdays or less on Customer premises with the remaining workdays within the workweek performed remotely.

Customer acknowledges the following:

* Unless otherwise noted, scaling out or performance tuning Pentaho is not within the scope of the Services. Performance of the Pentaho platform and its components will not be known until Pentaho is fully deployed and operational against a representative data set in a production-like environment. This may result in design changes or platform recommendations that were not anticipated at the start of and are not included in this SoW.

## ESTIMATED DURATION

The Service is estimated to be completed within one (1) week from the commencement of the Service.