



Unique Digital Technology, LLC

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Statement of Work

for

Navarro County

Exchange Upgrade

June 3, 2022

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Offer is valid for thirty (30) days from the date shown above.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of Navarro County nor be duplicated, used or disclosed in whole or in part by Navarro County except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.

1. SOW Revision History

Date	By	Description of Revision
1/20/2022	Chris Bernhardt and Nafeesa Savant	Initial SOW creation
5/19/2022	Shawna Udemi	Refresh SOW date & version
6/3/2022	Shawna Udemi	Update client contact information

2. Summary

Navarro County (“Client”) has engaged Unique Digital Technology, LLC (“Unique Digital”) to assist with migrating from Exchange 2013 to Exchange 2019 (the “Services”).

The Services provided under this SOW shall be governed by the terms of the Master Services Agreement which can be found at <https://www.uniquedigital.com/wp-content/uploads/Unique-Digital-Master-Services-Agreement-Online-Version.pdf> (the “Agreement”). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

Migrate Exchange 2013 to Exchange 2019:

- Audit active directory and exchange 2013 server
- Build/configure new exchange 2019 server on Server 2019 Std OS
- Configure Exchange 2013 and 2019 coexistence
- Test exchange coexistence
- Migrate all ~180 mailboxes to exchange 2019
- Decommission exchange 2013 server and services
- Conduct administrative training and ad-hoc support (up to 8 hours)

Project Management

- Conduct project kick-off and close-out meetings
- Develop workplan and timeline for in-scope activities
- Manage project communications and schedule
- Facilitate diagnosis/resolution of issues
- Document any necessary change requests

4. Deliverables

No documentation is provided for this service.

5. Acceptance Procedure

Client shall have fourteen (14) business days from the date that work ceases in which to notify Unique Digital that (i) the Services provided meet Client’s satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such nonconformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates

satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete and the Services accepted.

6. Exclusions

Unique Digital is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:

- a) Data wipe/erasure
- b) Hardware disposal
- c) Documentation outside any explicitly included within the Deliverables section herein
- d) Configuration, upgrades, or troubleshooting of third-party applications
- e) Network and/or firewall configuration

7. Client Responsibilities

Client shall be responsible for:

- a) Client is responsible for all licenses required.
- b) Client is responsible for any 3rd party SSL certificates required.
- c) Client is responsible for 3rd party mail-flow.
- d) Client is responsible for any firewall changes required.
- e) Client is responsible to deliver a Server 2019 instance for use with Exchange 2019.
- f) Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
- g) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Unique Digital to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- h) Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform the Unique Digital engineer(s) of facility safety requirements.
- i) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- j) Providing user ID's and passwords to be used by Unique Digital engineer(s), if required.
- k) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Unique Digital cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- l) Supplying power, network availability, and environmental requirements (e.g. rack space) prior to commencement of the Services.
- m) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- n) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- o) Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- p) Fulfilling its obligations in this section at no charge to Unique Digital.

8. Project Assumptions

- a) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a Purchase Order ("PO"), if required, to Unique Digital.
- b) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.
- c) Services will be performed remotely.
- d) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment Unique Digital provides to its own engineers.
- e) Unique Digital reserves the right to use subcontractors in any role within this SOW as it may deem appropriate and Client hereby consents to such use. Notwithstanding, Unique Digital shall remain fully responsible for the acts and omissions of any subcontractors it retains hereunder.
- f) If task assignment requires Unique Digital to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Unique Digital cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Unique Digital be liable for any defects, incompatibility or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
- g) Any effort associated with implementing changes to Unique Digital's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

9. Protected Information Disclosure

Unique Digital does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Unique Digital.

10. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Unique Digital.

11. Pricing and Payment Terms

Time & Materials: Client is invoiced for Services time in accordance with the rate(s) and increment(s) reflected below. Actual Services time billed to Client may be greater or less than the estimate provided below, based upon additional information obtained during the course of the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Unique Digital on a monthly basis. Net payment term is thirty (30) days.



Description	Hourly Rate	Estimated Hours	Price
Exchange Consultant	\$225	110	\$24,750.00
Project Manager	\$170	17	\$2,890.00
Sub-Total Estimate			\$27,640.00
Estimated Travel Expenses			\$0.00
Estimated Services and Expense Total			\$27,640.00

- a) Services time for remote work shall be invoiced in a minimum of 1-hour increments per day; remote Services time exceeding 1 hour shall be invoiced as actuals in .25-hour increments.
- b) Services time for onsite work shall be invoiced in a minimum of 4-hour increments per day; onsite Services time exceeding 4 hours shall be invoiced as actuals in .25-hour increments.
- c) Standard business hours are defined as Monday through Friday, 8:00am-5:00pm in Client’s time zone, excluding nationally observed holidays. Services provided afterhours or on weekends shall be invoiced at 1.5x the above rate.

Expenses: In the event onsite work is requested/required, Client will be invoiced separately for actual accumulated mileage of the assigned Unique Digital resource(s) for personal vehicle use at the current IRS rate, as well as any actual out-of-pocket expenses (e.g. lodging, meals, airfare) incurred during travel for this engagement. Expenses will be itemized on the invoice. Any expense estimate provided in this SOW is an approximation for budgetary purposes only; actual expenses may vary. Any onsite work is limited to that which can be performed within the United States of America.

If non-local travel is required, Client will be billed at \$150.00 per hour for actual travel time, less 1 hour in each direction. To keep this cost to a minimum, all parties agree, on a “best-effort” basis, to schedule work during consecutive days and in full-day increments.

Expenses for reasonable and appropriate project-related materials shall be invoiced to Client as incurred. These items may include but are not limited to, tools, office supplies, and miscellaneous equipment which may be required for the performance of the Services.

In the event Services must be rescheduled at no fault of Unique Digital, Client shall be invoiced for any fees (e.g. airfare cancellation fees, hotel reservation cancellation fees) Unique Digital incurs as a result of rescheduling the Services, in addition to the travel expenses incurred for the rescheduled onsite visit. Should Services need to be postponed at no fault of Unique Digital after Unique Digital engineer(s) arrive onsite as scheduled, Client shall be invoiced for actual onsite standby hours of the Unique Digital engineer(s) at \$225.00/hr. Delays extending longer than eight (8) business hours may require Services to be rescheduled.

12. Project Change Procedure

The following steps provide a detailed process to follow if a change to this SOW is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- b) Client’s point of contact will review the proposed change with Unique Digital and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.

- c) The PCR must be signed by both parties prior to the implementation of the changes.

13. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- a) All tasks set forth within the Scope of Work have been provided and the Acceptance Procedure has been fulfilled.
- b) This SOW has been terminated by Unique Digital or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
 - i. Either party may terminate this SOW for convenience upon written notice. Unique Digital reserves the right to invoice Client for costs incurred (e.g. airfare/hotel reservation cancellation fees) as a result of Client's termination of this SOW for convenience.
 - ii. Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
 - iii. All Services provided up to the date of termination shall be due and payable.
- c) This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES REQUIRED ON NEXT PAGE]



14. Acceptance

This SOW, shall upon execution by both parties below, constitute the complete and exclusive understanding between Unique Digital and Client with respect to the Services described herein. Unique Digital hereby expressly rejects all additional or different terms, including but not limited those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Unique Digital herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Unique Digital reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Unique Digital Technology, LLC
10595 Westoffice Dr.
Houston, TX 77042-5310

Navarro County
601 North 13th Street,
Corsicana, TX 75110

Signature: _____

Signature: *H. M. Davenport, Jr*

Name: _____

Name: H. M. DAVENPORT, Jr

Title: _____

Title: NAVARRO County Judge

Date: _____

Date: 6-27-22