



Global Services

Statement of Work

February 13, 2024

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Statement of Work

This Services Overview (“SOW”), by and between [REDACTED], a Delaware corporation ([REDACTED] or “Vendor”), and Lake County, IL (“Client”), is effective as of the date of the corresponding Purchase Order delivered by Client (the “Effective Date”). Vendor and Client may be collectively referred to herein as the “Parties” and each a “Party.”

This SOW is governed by the End User License Agreement (located at [REDACTED]) (the “Agreement”).

Any capitalized terms not otherwise defined herein shall have the meanings specified in the Agreement. Any ambiguity or inconsistency between or among the terms of this SOW and the Agreement shall be resolved by giving priority to the terms of the Agreement, which shall govern and prevail.

Any items not addressed herein shall be out of the scope of this engagement and will not be considered part of the Professional Services. Should the Parties desire to make any changes to the scope of services listed in this SOW, the Parties shall enter into a mutually agreed upon Change Order that will be executed by duly authorized representatives of each of the Parties. Such Change Orders shall be deemed amendments or addenda to this SOW.

Client hereby acknowledges, agrees and consents that Vendor may permit any affiliate, independent contractor or other third party to perform any of Vendor’s obligations hereunder, provided that Vendor remains primarily liable for the performance of such obligations.

Reseller: SHI International

End-Client: Lake County, IL

Project Description: Onboarding Services for [REDACTED]



1 Professional Services Overview

1.1 Introduction

The purpose of this document is to outline the methodology and tasks required to successfully implement a [REDACTED] for our Clients. This will be a collaborative effort with oversight provided by [REDACTED] project management staff along with the Client's project management staff.

1.2 Scope Summary

The services included in the engagement address the implementation of the following [REDACTED] solutions:

- Production Environment. (1) Command Instance
 - Set-up Services by Cloud Operations Team
 - Include configuration services outline in Table 1

1.3 Configuration Items

Once the core [REDACTED] functionality has been configured to the Client's production environment, [REDACTED] shall begin a phased implementation approach for the remaining project deliverables. [REDACTED] shall deploy and configure the items identified below in Table 1.

TABLE 1. PRODUCTION - CONFIGURATIONS AND QUANTITIES

ITEM	DESCRIPTION	QUANTITY
1	[REDACTED]	1
2	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	3
3	[REDACTED]	1
4	[REDACTED] • [REDACTED]	1
5	[REDACTED]	1
6	[REDACTED]	1
7	[REDACTED]	1
8	[REDACTED]	Up to 7



-
- Roles
 - [REDACTED]
 - Collections
 - Workflow
 - [REDACTED]
 - Alerts & Reports
-

2 Onboarding Service Details

2.1 Phase 1: Project Initiation

Objective

During the initial phase, the focus is to introduce and align the team members regarding the solution's capabilities and technical requirements.

Core Service Activities

- 2.1.1 Conduct Desired Outcome Meeting
 - a. Introduction of designated Customer Success Manager
 - b. Align on Client's goals and objectives for engagement
- 2.1.2 Conduct Kick-off Meeting
 - a. Introduce Project Team Members
 - b. Review Professional Services Scope
 - c. Determine Collaboration Tools
 - d. Identify Next Steps
- 2.1.3 Requirements Gathering
 - a. Client completes Technical Requirements Survey (TRS)

2.2 Phase 2: Architecture

Objective

Architectural Design and Project Schedule will be tailored to accommodate the needs and environment of the Client

Core Service Activities

- 2.2.1 Create Project Documentation
 - a. Develop Architecture Design Diagram based on TRS
 - b. Identify Configuration Roadmap
 - c. Create Project Schedule



2.3 Phase 3: Build

Objective

Installation prerequisites will be reviewed in preparation for Initial Build activities of the Command solution, and designated Client users will confirm access to solution.

Core Service Activities

2.3.1 Perform Initial Solution Build

- a. Conduct Preparation and Planning Session for Build activities
- b. [REDACTED]
- c. [REDACTED]
- d. [REDACTED]
- e. [REDACTED]
- f. [REDACTED]

2.4 Phase 4: Configuration

Objective

During this phase the Items and Quantities in Table 1 will be configured per the Client's details captured in the Technical Requirements Survey. As items are configured Client will have 10 business days to test and confirm the functionality is working as designed or request troubleshooting support. Following the Client testing phase, the item will be moved into production and transferred to the support team. Solution training will occur as needed during this phase.

Core Service Activities

2.4.1 Perform Command Configurations

- a. Client completes necessary preparation activities for each Configuration Item
- b. Conduct technical working sessions, as needed
- c. Client performs validation steps and confirms acceptance as Configuration Items are delivered
- d. Conduct Training sessions, as needed
- e. Customer Success Manager conduct Milestone Meeting(s) as Desired Outcome(s) are achieved

2.4.2 [REDACTED]

[REDACTED]

2.5 Phase 5: Project Close-out

Objective

After Final Acceptance has been approved, the Client will migrate the solution into production and [REDACTED] engineers will provide Day One support to ensure any issues are addressed. At the conclusion of the engagement, all solution documentation will be finalized, and the Client will be introduced to the [REDACTED] Support process.

Core Service Activities

1. Operations Hand-over
 - a. Deliverable: Update onboarding deliverables, as needed
2. Close-out Activities
 - a. Conduct Close-out Meeting
 - b. Communicate Hand-over to Support
 - c. Deliverable: Final Completion Certificate Sign-off
 - d. Customer Success Manager conducts Business Review Session
 - e. Deliverable: Customer Satisfaction Survey

3 Project Management

Objective

[REDACTED] recognizes that risk directly impacts Project outcomes and that such risk must be formally and informally measured throughout the lifespan of the Project. As such, chief among [REDACTED] Project Manager's duties throughout the Project lifecycle will be the planning, design, and oversight of the Project to ensure deliverables are executed uponon-time within the scope and budget of the Project, in partnership with Client's designated Project Manager. [REDACTED] will name a Project Manager to manage Project documentation, clarify the scope and deliverables of the Project, track



Project performance and analyze successful completion. [REDACTED] Project Manager will be responsible for working with Client to establish a cadence for the Project status meetings, technical Project meetings, identifying and adjusting Project constraints, and the development of comprehensive Project plans to be shared between [REDACTED] and Client.

3.1 Communication Plan

Communication is critical to conducting a successful engagement. The [REDACTED] Project Manager will be responsible for project status communications and tracking the team's progress in the following ways:

1. [REDACTED] status meetings shall be held for the duration of the Project along with updated status reports to achieve overall objectives of the communication plan with Client.
2. [REDACTED] and Client shall mutually agree upon the audience and frequency of the meetings.
3. The intended function of [REDACTED] Project status meeting is to review the progress against Project plans made during the prior period, and review planned tasks for the upcoming period.
4. As required, completed work product, open issues, and requested changes to the scope of this Project shall also be reviewed at [REDACTED] status meetings.

3.2 Issue Management

Issues may arise throughout the life cycle of the Project that may potentially impact Project outcomes. To ensure Project objectives and targets remain on schedule, [REDACTED] Project Manager will own the issue remediation process, including documentation of issue type, impact, criticality, priority, and targeted resolution date. Issue resolution shall be handled using the following process:

1. Identify the Issue – detail in writing the current issue and add to the issue log.
2. Communicate the Issue – document the issue in an e-mail to [REDACTED] Project Manager and Client's point of contact. Document the issue in the current [REDACTED] status report as well.
3. Assign Responsibility for the Issue – assign the issue to an individual(s) and establish a due date.
4. Monitor the Issue – monitor the issue in [REDACTED] status report and during [REDACTED] status meetings.
5. Communicate the Resolution – formally communicate resolution of the issue to [REDACTED] Project Manager and Client's point of contact. Record the resolution in the issue log.

3.3 Change Management

Should any changes to the scope of services listed within this SO, whether to add, remove, or modify project components, become necessary, a Change Order shall be mutually agreed upon between Client and [REDACTED] and be executed against the Project.

The following process shall be used for changes to this Project scope:

1. A formal change request is initiated when [REDACTED] Project lead (normally the primary architect



that [REDACTED] has assigned to the Project) determines in conjunction with Client that additional work is required beyond the original scope of the Project.

2. [REDACTED] Project Manager prepares a Change Request Form and submits it to Client's point of contact for review.
3. Client's point of contact either approves, rejects, or requests modifications to the Change Request. Client indicates acceptance of the change request by returning a signed copy via email to [REDACTED] Project Manager.
4. [REDACTED] Client Enablement Director returns a countersigned copy to Client's point of contact to confirm [REDACTED] agreement with the change.

4 Service Deliverables

The following is a list of tangible artifacts that will be delivered to the Client throughout the course of the engagement:

1. Desired Outcome Slide Deck (ppt)
2. Kick-off Slide deck (ppt)
3. Technical Requirements Survey (doc/pdf)
4. Architectural Design Diagram (doc/pdf)
5. Configuration Pre-requisite Guide (doc/pdf)
6. Configuration Kick-off Slide deck (ppt)
7. Status Meeting deck (ppt)
8. Project Schedule/Timeline (SmartSheet)
9. Close-out slide deck (ppt)

5 Out of Scope

Items not addressed in this SO shall be considered out-of-scope for the term of this engagement and not included in these services.

Also not included in the scope are:

1. Custom configuration and scripting services are not considered In-Scope.
2. Additional quantities under Section 1.3 - Configuration Items that are in excess of the quantities identified.

Should any changes to the scope of services listed within this SO, whether to add, remove or modify project components, become necessary, a Change Order shall be mutually agreed upon between Client and [REDACTED], and executed against this project.



6 General Project Assumptions

- 1. Services defined under this SO shall be completed during normal US Standard Time business hours, defined herein as a standard, eight (8) hour working day, exclusive of weekends, public and company holidays.

7 General Responsibilities

7.1 Joint Responsibilities

- 1. [REDACTED] and the Client shall be mutually responsible for the timely response to questions as they pertain to the scope of the Project and requests made by each party in relation to the Project.
- 2. To ensure a successful Project outcome, during and in the time following the initial Project kick-off meeting, both the Client and [REDACTED] teams shall make available the names and roles of all resources and their allocation to the Project.
- 3. Each party shall ensure all internal preparations and Project resources are made available and accessible to ensure Project milestones and deliverables are met and completed.
- 4. Each party shall provide all required documentation to the requesting party and access to information resources necessary to complete work product.
- 5. [REDACTED] and the Client shall ensure all appropriate resources are in attendance to workshops and meetings.
- 6. Client's and [REDACTED] Project management teams will work in collaboration to oversee all aspects of the Project, including, but not limited to, facilitating the commitment of Client and [REDACTED] resources, scope management, change control management, and issue management.
- 7. [REDACTED] Project management team shall provide continuous oversight and direction concerning the Project Plan set forth at the Project kick-off. Any changes to the Project Plan shall be communicated in writing, either by Client's Project team to [REDACTED] Project Manager, or [REDACTED] Project Manager to Client's Project team, for review and acceptance.

7.2 Client Responsibilities

- 1. Provide a single point of contact for Project Management.
- 2. Client acknowledges and agrees that all requests including, but not limited to, those for assistance outside of normal business hours, support, or meetings, require a minimum of twenty-four (24) hours' notice.
- 3. Client's Project team shall ensure that all necessary, and complete, backups of any data have been made before this engagement. [REDACTED] assumes no responsibility for lost data.

The following are dependent services required for an effective and robust [REDACTED] and are the responsibility of Client to maintain:

- 4. [REDACTED]

5. [REDACTED]
6. [REDACTED]
7. Operating system maintenance [REDACTED]
8. Backup and recovery [REDACTED]
9. If applicable, Network connectivity between the on-premise [REDACTED]

7.3 [REDACTED] Responsibilities

1. Lead time for Professional Services is approximately fifteen (15) business days After Receipt of Order ("ARO").
2. Upon execution of this SO, [REDACTED] Project management team shall engage Client's Project team to set forth the schedule for the remainder of this engagement, including Project kick-off, any necessary whiteboarding or workshop sessions, and a cadence of weekly Project status meetings or technical sessions.
3. Engage one or more architects as necessary for meeting the identified tasks and deliverables as described herein.
4. Arrange for the involvement of other [REDACTED] subject matter experts (SMEs) as needed for review and quality assurance.
5. Provide complete engagement oversight and management.

8 Invoicing

Vendor shall invoice Client for Professional Services related to any Implementation activities according to terms of existing agreement. Invoice shall be issued upon SOW signature.

If Client elects for [REDACTED] to travel to their location for any task related to implementation, actual expenses (including, but not limited to: airfare, hotel, food, ground transportation) will be billed to Client.

TABLE 2. PRICING SCHEDULE

SERVICE	UPON COMPLETION OF...	% OF TOTAL
Professional Services	Project Initiation Phase	25%
Professional Services	Architecture and Build Phases	25%
Professional Services	Configuration and Project Close-out Phases	50%



TOTAL: 100%



9 SOW Acceptance

To proceed with the work as defined by this SOW, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Lake County, IL



Authorized Signature

Authorized Signature

(Above Name Printed)

(Above Name Printed)

Title

Title

Date

Date

6.



[Redacted]

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