

Data Intensity Services Exhibit

DLT Quote: 5120812

STATEMENT OF WORK ("SOW") TITLE:

Functional Help Desk Support ("FSD") for E-Business Suite ("EBS") 12.2.5

Data Intensity reserves the right to make changes to the project team member(s) herein. Lake County may also request changes to the project team, and Data Intensity will make best efforts to change any project team member(s) as requested and use its best efforts to minimize impact to the project schedule and project estimated hours. Any Lake County changes to the project team member(s) that impact the project scheduled or estimated hours shall require a written change order between the parties, to reflect any required adjustments, prior to any such change being implemented. This SOW, and the offer and terms herein, unless executed, shall expire October 2, 2022.

LAKE COUNTY ROLES AND RESPONSIBILITIES:

In order for Data Intensity to provide the Functional Support Desk ("FSD") for Oracle Core EBS Applications – Customer Request Account ("FSD – CRA Services," or "Services"), Lake County agrees to the following:

- *Cooperation* – Lake County agrees to assist Data Intensity in its efforts, and to exercise due diligence in responding to requests for information, or other assistance, in a timely manner.
- *Support Agreements* – Lake County will maintain current original software vendor support on all Data Intensity managed workloads: software, applications or hardware.
- *Verification of Support Levels* – Lake County agrees to allow Data Intensity to verify support types and support levels for all managed workloads.
- Lack of original software vendor support, and/or use of third-party support services, reduces all applicable Service Level Agreements to reasonable efforts and may expose Lake County to additional charges for the elongated response times caused by the aforementioned.
- *Activity Disclosure* – Lake County will inform Data Intensity of any activities that may impact Lake County's Environment and Data Intensity's ability to perform the Services. Data Intensity will not be held responsible for any issues or service loss resulting from any tasks performed by Lake County's personnel, or third-party vendors, on the Lake County Environment without prior written notification and mutual acceptance should change affect the ability for Data Intensity to provision the contracted Services hereunder. This includes administrative password changes or anything significantly affecting the Lake County Environment.
- *Connectivity* – Within three (3) business days from the Effective Date, Lake County will assist in providing Data Intensity with a VPN connection between Lake County site and the Data Intensity network. In addition, Lake County will assist in maintaining such VPN connection during any term under this SOW.
- *Access* – Lake County will provide Data Intensity the necessary access and

information to implement applicable monitoring systems.

- *Kick-off Meeting* – Data Intensity will schedule a meeting between Lake County and network provider to coordinate the technical infrastructure for the implementation.
- *Systems Documentation* – Data Intensity shall have the right to document the hardware, hosting, operating system, database software, and applications software of the Lake County Environment.
- *Passwords* – Lake County will provide Data Intensity with all required administrative passwords to access and support the Lake County Environment.
- *Ticketing System* – Lake County will use Data Intensity’s ticketing system to issue requests regarding the Services herein.

ACCEPTANCE PROCESS:

The deliverables will be subject to the following acceptance process:

The deliverables are considered complete when delivered to Lake County for review. After submission of the deliverable(s) by Data Intensity, Lake County shall, within seven (7) days (the “Acceptance Period”), review and evaluate the deliverable to determine whether the deliverables satisfy the acceptance criteria in all material respects. “Acceptance Criteria” means the deliverable materially conforms to the contract specifications or would pass within the industry unrejected. If the deliverables satisfy the Acceptance Criteria, prior to the end of the Acceptance Period, Lake County may provide a written acceptance to Data Intensity. If Lake County fails to notify Data Intensity of rejection of a deliverable within the Acceptance Period, then the deliverable(s) shall be deemed accepted.

For any deliverables not accepted, due to nonconformity, Lake County will notify Data Intensity in writing, within the Acceptance Period, of the rejected deliverable(s) with sufficient details (a “Rejection Notice”) to allow Data Intensity to revise the deliverables into conformance. Thereafter, Data Intensity will resubmit the modified deliverable to Lake County.

Resubmitted deliverables will be subject to the Acceptance Period. Lake County will limit its review of the resubmitted deliverable(s) to determine whether Data Intensity has corrected the nonconformance. In the event Data Intensity has not cured such nonconformance within thirty (30) days of written notice from Lake County, Lake County may terminate this SOW in accordance with the applicable Agreement.

FEES:

For the Services provided herein, Lake County agrees to pay DLT/Data Intensity the following fees in accordance with the applicable Section(s) below:

I.I Fee Structure:

I.I.I FSD - CRA Invoicing:

- a. Initial or Renewal Term: Twelve (12) months from final notice of commencement of all Managed Services herein.
- b. Termination Rights: After three (3) months, either party may, with at least one (1) months advance written notice, terminate for convenience.
- c. Client Request Account (“FSD - CRA”) hours: Invoicing for the allotted FSD - CRA hours, as applicable and detailed below, shall commence upon the Services Commencement Date. The initial FSD – CRA fee will be prorated for the initial month based on the number or remaining days in the month. Thereafter, invoices shall be submitted monthly in advance in accordance with Exhibit B. Upon Lake County’s request, FSD - CRA hours will be reviewed and adjusted on a quarterly basis. Any FSD - CRA hours consumed beyond the allotted amount detailed below will be invoiced as overages at the rate listed below. Time will be deducted from the allotted FSD – CRA hours in minimum increments of thirty (30) minutes. The rates herein are based upon a global rate. All FSD - CRA support will be provided in English and by personnel with the necessary qualifications. For further clarity and the avoidance of doubt, FSD - CRA hours shall expire at the end of each billing quarter and cannot be carried over or borrowed against.
- d. Overages: Any overages of the Services shall be invoiced monthly in arrears at the FSD - CRA and/or overage rate as detailed and applicable below in accordance with Exhibit.

FSD - CRA Fee Structure:

Item	Description	Qty	Service Duration	Service Period	Monthly	Line Totals
FSD - Functional Service Desk						
RMS-FSD-POD-HR	Human Resources support	80	1	YR	\$7,500.00	\$90,000.00
Transition Fees and/or Overage Rates						
RMS-FSD-POD-OVER	FSD Overage (\$120 per hour)	1				\$0.00
Total in USD					\$7,500.00	\$90,000.00

Any changes to the scope described shall be agreed upon by the parties. Any material changes to the Project Assumptions or in Lake County’s Responsibilities that impact the estimates, parties agree to enter into a written change order to reflect any required adjustments. Travel and Expense (“T&E”) are excluded from the above costs and will be billed separately, as pre-approved in advance by Lake County. All fees related shall be due and payable net thirty (30) from invoice date.

Additional Compensation / Out of Scope Fees:

Data Intensity shall not be responsible for providing any services that are not expressly set forth in this SOW. Any such additional or out of scope work shall be in accordance with Exhibit either i) through a mutually agreed upon written change order; or ii) under separate agreement, as applicable. All fees charged by DLT/Data Intensity are exclusive of tax. In the event Data Intensity is required to collect such tax, the respective amounts will be added to the invoice and will be payable by Lake County along with the fee for Services. The fees herein do not include reasonable travel and expense (“T&E”) of Data Intensity’s consultants and any such T&E will be invoiced separately, provided Lake County preapproves such expenses in advance. Should any Lake County delay occur, resulting in scheduling delay or resource unavailability, or if any such Lake County delay mandates any timeline extensions, additional costs, or other impact to this SOW, such changes and/or costs shall be addressed in a change order.

Scope(s)/SLO Detail/Service Description: Functional Support Desk (“FSD”) for Oracle Core EBS Applications – Customer Request Account

The parties agree, for Lake County supported capabilities (listed in Table A), Data Intensity will provide reactive Functional Support Desk for Oracle Core EBS Applications – Customer Request Account, listed in Table B, the totality of which shall constitute the “FSD CRA Service(s).” This Exhibit, and the offer and terms herein, unless executed, shall expire October 2, 2022.

A: SUPPORTED CAPABILITIES

Table A:

	Capability	Applicable Scope
X	FSD-CRA, for services in accordance with Table B, and Section F, herein	Techno-Functional Support of EBS 12.2.5, sixty (80) hours per month, as detailed in Exhibit A, billed monthly in advance

B: FSD – CRA SERVICES FOR SUPPORTED CAPABILITIES:

All services within this Table B are billable by Subcontractor under the FSD - CRA rates, and/or overage rates, as established and applicable, and in accordance with, the Agreement. Unless otherwise stated herein, all Services in the Table B below, are initiated/upon request submission by Lake County, and will be reported and tracked, through Subcontractor’s ServiceNow ticketing system.

Table B:

FSD – CRA Scope of Services (Functional Service Desk - Oracle EBS Core Applications)

SERVICE LEGEND

R = Included in base service by Customer initiated service request (limits may apply)

O = Optional Fee Based Service (as requested/scoped – billed against FSD – CRA, and/or overage rates, as applicable and established with the SOW, or billable change request.

TASK #	TASK DESCRIPTION	SERVICE INCLUSION
1.000	Development Services	
1.100	Development Services - Customer Requests	
1.101	Gather requirements for customer request	R
1.102	Design solution based on requirements gathered	R
1.103	Unit test solution against customer requirement	R
1.104	Coordinate user testing	R
1.105	Document solution	R
1.106	Create API integrations	R
1.107	Create, personalize, or customize Forms	R
1.108	Create, personalize, or customize Reports	R
1.109	Create, personalize, or customize Workflows	R
1.110	Create or modify PL/SQL scripts	R
1.111	Create or modify Concurrent Requests	R
1.200	Development Services - Break Fix	
1.201	Use standard Oracle scripts to diagnose customer reported issues	R
1.202	Author scripts to collect data to identify issue or cause	R
1.203	Author scripts to modify data if required for issue resolution (data fix)	R
1.204	Coordinate user testing	R
1.205	Promote to customer Production environment in accordance with customer Change Control	R
1.206	Resolve performance issues with concurrent requests or customizations	R
1.207	Resolve workflow design or performance issues	R
2.000	Functional Analyst / Expert-on-Call Services	
2.100	Functional Analyst	
2.101	Review business process and/or work stream design	R
2.102	Offer recommendations in accordance with Oracle best practices	R
2.103	Engage Expert On Call or Developer to design system enhancements or extensions in accordance with customer process	R
2.104	Assist with user testing	R
2.105	Manage Forms and Form Configurations	R

2.106	Manage Application Responsibilities/Roles	R
2.107	Provide training on system usage/process	R
2.200	Expert-on-Call	
2.201	Provide functional analysis of issue or request	R
2.202	Research issue to identify issue source or cause	R
2.203	Design solution to be authored by Developer if needed	R
2.204	Provide functional resolution of issue if required	R
2.205	Source of expertise for knowledge transfer/ "How-to" requests	R
2.206	Resolve forms errors	R
2.207	Work with Development Services to resolve concurrent request or interface issues	R
3.000	Administration Services	
3.100	Account Management	
3.101	Dedicated resource for account oversight	R
3.102	Manage ticket queue and project oversight	R
3.103	Provide point of contact for escalation	R
3.104	Financial governance - invoicing and inquiries	R
3.105	Named Lake County Success Manager ("CSM"), ServiceNow portal access, generalized documentation of in scope environment(s) as detailed herein	O
3.106	Access to Global Support Teams ("GST")	O
3.200	Reporting and Governance	
3.201	Monthly summary reports of hours consumed and remaining	R
3.202	Quarterly summary of hours consumed	R
3.203	On demand standard reporting as requested (ticket reporting)	R
3.204	Custom governance reports	R
4.000	Project Services	
4.100	Project Services	
4.101	Implement projects greater than 40 hours (Requires custom scope to deliver on customer expected outcomes)	O
4.102	Implement projects outside of scope of above services	O
4.103	Implement projects that require dedicated project management	O
4.104	Implement enhancements that are not ongoing support, but desired by customer	O
4.105	Functional assessments of specific modules or flows	O
5.000	Service Request Management	

5.100	Service Request Management	
5.101	<p>Receive, acknowledge, classify, and manage service requests in accordance with the mutually agreed upon Service Level Objective (“SLO”). Data Intensity will work with the Lake County- designated responsible authority to determine commercial impact and to facilitate timely, accurate and efficient environment implementation of the service request to limit disruption of use/system, with traceability and proper controls for auditing purposes in accordance with the terms herein (see “G - Service Request”)</p> <p>SLOs are agreed upon as a means of measuring the performance of Data Intensity and are outlined as a way of avoiding disputes between the two parties based on misunderstanding.</p>	○

In-Scope Environments: FSD Services

Notwithstanding anything contrary hereto, Customer agrees to use reasonable best efforts to “right size” their environment based upon the term of this Order Form. Data Intensity reserves the right to re-negotiate fees based upon any significant changes to the Customer Environment or changes to the assumption of capacity deployed.

For Functional (insert table below):

List of applications and/or functions that will be supported (Module(s)/Application(s)).

Module List (EBS 12.2.5)

- Financials
- General Ledger
- Accounts Payable
- Accounts Receivable
- Purchasing
- Inventory Management
- Human Resources
- Payroll
- Advanced Benefits

C: OUT OF SCOPE

Any items requested outside of the scope herein (see Table B) by Lake County will be billed by Data Intensity against the established FSD - CRA, and/or overage rates, as detailed and applicable within the SOW. All out of scope services are initiated/upon request submission by Lake County to Data Intensity. In some instances, a new Exhibit B or request for change (“RFC”) between the parties may be required for out of scope services in accordance with the terms herein. All FSD – CRA work items will be initiated and closed using the Data Intensity Service Now Ticketing System.

D: Lake County REQUEST ACCOUNT (“FSD - CRA”): PREPAID FSD SERVICES

The FSD - CRA is a pre-purchased number of minimum monthly support hours at a global rate, for use by the Lake County toward FSD - CRA Services (see Table B). For further clarity and the avoidance of doubt, FSD - CRA hours shall expire at the end of each billing monthly and cannot be carried over or borrowed against.

Overages:

Any work requested a) which exceeds the Prime’s allotted FSD - CRA hours; or b) for Services exceeding entitlements, or In-Scope project-based work but for which there is no FSD - CRA in place, will be billed against the established overage rate as detailed and applicable within the SOW. The addition, or increase, of FSD - CRA hours after placement of the initial Order/execution, may require a request for change (“RFC”)/change order request (“COR”) in accordance with the terms herein.

Any support requests for Services outside of Table A will be addressed through a separate Exhibit B.

E: STANDARD OPERATING HOURS

Multiple Geographic location or time zone: CST

Table E:

Standard Hours of operation	Hours	Days
Follow the sun	24 hours	7 days

F: SERVICE TRANSITION

Lake County Onboarding Process

Data Intensity’s Lake County On-Boarding Process is designed to ensure precision and speed relative to integrating the Lake County’s people, processes and tools into the Data Intensity's Service Management Platform and integrate support operations between Lake County and Data Intensity. Onboarding will require Lake County to provide designated contacts to provide system access, networking support, vendor support agreement information and monitoring support as applicable. Data Intensity also collects configuration item information to enter into the Data Intensity Configuration Management Database (“CMDB”).

G - SERVICE REQUEST

Data Intensity can undertake service requests raised by Lake Coujnty. Service requests are billable by Data Intensity against the established FSD - CRA and/or overage rates as detailed and applicable within the SOW.

Service Request Policy:

A service request is a request to change or execute an operational task. RFC’s are not required to implement service requests.

Service Request Definition for a Standard Change:

Service requests for a Standard Change typically have the following characteristics:

1. Approval is automatically granted by Lake County;
2. The requested tasks are well known, documented and proven;
3. Authority is effectively given in advance for the change;
4. The request is included as part of the BAU service offering;
and
5. The risk is usually low and well understood.

Service Request Definitions

All times that follow are within operating hours only, any requested activity outside of these hours is not included and would be processed from the start of the next business day, or as a separately chargeable item.

Table G:

Category	Description	Response Time	Minimum Lead Time	SLO
Standard	A Standard change is a pre-approved change, with an accepted and tested procedure, and deemed to be a low risk.	8 hrs	3 days	90%

Standard Inclusions and Caveats:

- Service request response time is defined as the time from change request submission to the assignment of the service request to an engineer in within Data Intensity’s ITSM tool
- Data Intensity shall charge a premium (double the established FSD - CRA and/or overage rate within the SOW) if Lake County requires, and Data Intensity agrees, to a service request being completed in advance of the established minimum lead time