Statement of Work

Date | Date of signature

PO# To be provided

Customer's Name ("Customer") Lake County, IL

Customer Billing Information | To be provided in PO

Contract Information | Terms of Service fully-executed between

Customer and CoreView ("Terms of

Service")

Customer Contact | Erik Frederiksen

CoreView Contact | Joe Lally and Jonathan King

1. Service Description

CoreView will provide the services described in this Statement of Work (the "Services") to Lake County, IL pursuant to the Terms of Service. The objective of the Services is to optimize the implementation and adoption of the CoreAdmin platform.

2. Project Scope

The scope of this engagement:

In performance of the Services, CoreView shall perform the project activities listed below (each an "Activity") and will provide the deliverables identified below (the "Deliverables").

Estimates provided in this SOW are based on scope and on Customer's performance of its obligations in a timely manner. The Services and fees payable under this SOW are also based on the assumptions stated below. A material change or an unanticipated circumstance (e.g. environment issues, lack of resource availability, etc.) may require a change in the Services and/or the fees and/or timing of performance. Changes will be addressed via the Change Control Procedures set forth below.

A. Activities

Activity 1: Kick-off and Planning

- CoreView Customer Success team will support the following activities:
 - Conduct Planning Session
 - Create Detailed Project Plan
 - Review project goals, objectives and timeline
 - Define Team Members (Users)
 - Determine high value outcomes
 - Perform M365 Tenant Health Check
 - CoreView Technical Setup
 - CoreView team will work with the Customer's technical team to setup and configure the CoreView product(s) to establish the end-to-end connectivity and data import:
 - 1. Connect Customer tenant
 - 2. Initial Data Import
 - 3. User Login Verification
- Assumptions
 - Customer will support the CoreView kick-off and planning effort with appropriate personnel.
- Deliverables
 - Project Plan

Activity 2: Design

- Mentor Customer in the best practices and approach for utilizing all the capabilities of CoreView products purchased to meet their goals as documented in Activity 1
- Conduct design session
 - Configuration design of CoreView solution to meet the requirements defined in the Plan stage (Activity 1).
- Review analytical and reporting requirements and share recommendations on daily, weekly, monthly and quarterly reports to help discover and analyze key user activities and current license state.
- Review monitoring and managing requirements and share recommendations on daily, weekly, monthly and quarterly reports including custom reports and/or dashboards to help automate management and monitoring processes to enable a proactive organization.
- Deliver design recommendations in Design Document
- Assumptions
 - Customer will be available for consultation with CoreView Solutions Architects
- Deliverables
 - Design Questionnaire
 - Design Document

Activity 3: Deployment

Configure CoreAdmin Baseline Configuration in accordance with the following parameters and the customer requirements listed below:

- RBAC import the 10 permission groups modeled from MS suggested roles and to meet the customer requirement for visibility and security by roles
- Virtual Tenant Up to 5 Virtual Tenants, taking into consideration the customer requirement for access at the business unit level.
- License pool** License pool configuration
- Workflows Up to 3 custom workflows and associated testing. Customer workflow requirement are listed below.
- Security Alerts Up to 3 security reports scheduled as Alerts Risky users, Risk detections, Sign-ins from infected devices
- License templates** Up to 2 license templates
- Custom dashboard Up to 3 custom dashboards, 3 KPIs from the previously created security reports. Customer requirements for reporting and dashboards are listed below.
- Hybrid Hybrid agent configuration (if applicable)
- Testing Validate and confirm all aspects of deployment and configuration per Deployment Validation Checklist

**if Azure GBL is in play, this is non-applicable

- Deliverables
 - Customer Sign-off

Activity 4: Educate

- Review the Customer Team Roles
- Provide an education plan for training of customer team in CoreConcepts
 - Education Plan
 - The plan will include recommendations based on the customer team roles identified in the planning stage
 - The Education Plan will incorporate the training for the CoreAdmincouresuit Baseline Configuration and any additional add-ons purchased
 - It is recommended that all team members complete the recommended Education Plan
- Educate the customer team on the use of the CoreView Customer Care Center and all the resources available to support how to use the CoreView products.
- Assumptions
 - Customer will ensure all identified personnel are available for training sessions
 - Remote training sessions are constrained to twelve (12) participants to promote an inclusive experience.
 - Attendees will have access to CoreView
 - Remote delivery training is typically spread across 20 business days.

- Remote delivery training may finish early depending on attendee feedback and lab participation.
- Deliverables
 - Education plan

Activity 5: Optimization and Adoption

- Review Business Value
- Review Team Member process ownership and CoreView usage
- Review operational support procedures
- Review outstanding issues
- Review stability & usability
- Develop a plan for the next phase of the Customer's CoreView Roadmap
- Assumptions
 - Customer is available for regularly scheduled meetings
 - o Customer engages other internal resources as needed per requirements
- Deliverables
 - Customer Success plan
 - Plan for follow-up phases
 - Plan for ongoing team member education (if required)

3. CoreView Deliverables and Milestones

Deliverables for this engagement are outlined in the Activities above (each a "Deliverable"). CoreView will have fulfilled its obligations under this SOW when CoreView completes the Activities described in Section 2A, including delivery to Customer of the Deliverables.

The following table defines Milestones. CoreView will issue a notice of completion upon completion of each Milestone (email being sufficient) and Customer will have 5 business days ("Notice Period") to respond with any dispute as to completion. If Customer does not respond by the end of the Notice Period, the Services are deemed complete and delivered.

Milestone	Date
 Milestone 1: CoreView Planning & Configuration Activity 1: Kickoff and Planning Activity 2: Design Activity 3: Deployment 	To be mutually agreed upon

- Activity 4: Educate
- Activity 5: Optimization and Adoption.

4. Customer Obligations

- Customer will provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable CoreView to perform the Services.
- Customer will identify and enable permissions for CoreView personnel only in Customer systems as system administrators or users of Customer's application instances as reasonably necessary for the provision of Services.
- Customer will be responsible for executing on overall program management responsibilities.
- Customer agrees to a weekly (or as needed) steering committee meeting, to include the
 following parties: Customer executive project sponsor, Customer project manager,
 CoreView executive sponsor and CoreView project manager. This meeting will be used
 to review project status, key open issues and assure alignment between organizations.
- Customer acknowledges that CoreView's ability to perform the Services and any related estimate depends on the Customer's fulfillment of the obligations and the project assumptions outlined in this SOW.
- If CoreView requires access to third-party products that are part of the Customer system to perform the outlined Services, Customer will be responsible for acquiring all such products and any applicable license rights as may be necessary for CoreView to access such products on Customer's behalf.

5. General Assumptions

- Project Change Requests will be used to support changes to the Services described in this SOW.
- Access provisioning and deprovisioning to Customer's environments will be handled according to Customer's access control policies.
- All accounts provisioned should be named, i.e. no shared accounts.
- CoreView is specifically not responsible for any delays in completing the Services which are due to events which are outside the control of CoreView, including events which are the direct cause of the Customer or Customer's third-party suppliers, such as:

- Delays to work being delivered by team members other than CoreView
- Schedule impacts due to team members other than CoreView
- o Changes in Customer organization(s) or requirements
- Lack of access and support from Customer-designated resources (e.g., people, systems, data, information)
- Issues due to environment issues (e.g., cloud services, 3rd party software, network infrastructure)
- The project schedule assumes Customer will be able to deploy work performed under this SOW in a timely manner. Any delays in schedule may result in a change order.
- CoreView will provide session URLs for Activities that require remote participation.
 - Customer will distribute the Session URLs.

6. Change Control

- a. If the time in which the Services are to be delivered is extended through no fault of CoreView, Customer will approve a Change Request to cover CoreView's additional professional services and expenses as outlined in the Fees section of this SOW.
- b. Any changes to the assumptions may impact the cost and/or schedule of delivery of the Services, and will be managed through these Change Control Procedures.
- c. The Change Control Procedures are as follows:
 - i. If either Customer or CoreView seek to alter the Services or any provision in this Statement of Work by modifying or adding any Deliverable, Service, milestone, or Fee, then such modification shall be considered a "Change" and shall be subject to the process described below (the "Change Order Process").
 - ii. The Party seeking the Change shall submit to the other Party a written document (a "Change Request") describing the proposed Change and its reasons for requesting the proposed Change, including (as applicable):
 - 1. specifications for the Change, including date of implementation;
 - 2. a description of the effect, if known, that the Change would have on the non-requesting Party's operations;
 - 3. an analysis of the risks, if known, that would accrue to the non-requesting Party if the Change were implemented;
 - 4. a statement of the fees, costs, taxes and overall effect on Charges to implement the Change;
 - 5. any other information that, in the requesting Party's good faith belief, would be required for the non-requesting Party to fully evaluate the benefits or risks of the proposed Change.

- iii. Within five (15) business days of receiving the Change Request (or as otherwise agreed upon), the non-requesting Party must submit to the requesting Party its decision as to whether or not it agrees to the Change Request. If the non-requesting party fails to respond to the Change Request within 15 days of receipt, the Change Request shall be deemed rejected.
- iv. If both Parties agree to the Change Request, then they must reduce their agreement to a writing that is signed by an authorized representative of each Party (a "Change Order"). Upon mutual execution by the Parties, Change Orders will automatically become amendments to the then-current Statement of Work. CoreView will maintain an accurate and complete record of all Change Orders in a form mutually acceptable to the Parties.
- v. Any refusal to accept the Change Request will have no effect on the then current deliverables, Services, milestones, Fees, or either Party's performance thereof.

8. Acceptance

CoreView will issue a notice of completion (email being sufficient) upon completion of the Services (including delivery of the Deliverables) and Customer will have 5 business days ("Notice Period") to respond with any dispute as to completion. If Customer does not respond by the end of the Notice Period, the Services are deemed complete and delivered.

9. Authorization

The parties hereto, duly represented by an authorized signatory, for and behalf of the business entity it represents, hereby agree to be bound by the terms set forth in this SOW.

AGREED TO AND ACCEPTED BY:

CoreView USA, Inc.		
Name:		
Title:		
Date:		