# *Statement of Work*

**Project**:

 **Version 1**

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**Date:**

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# SECTION 1: AGREEMENT TERMS

This Statement of Work ("**SOW**") is made and entered into between **"Partner"**, with offices at **"Insert Partner Address"** and "**Client**" ("**Client**"), with offices at **"Insert Client Address"** as of the date last written in <u>Section 6: Signature</u> ("**Effective Date**").

This SOW is governed by, incorporated into, and made part of the Master Products and Services Agreement ("**Agreement**") between Partner and Client dated Month DD, YYYY. This SOW defines the services and deliverables that Partner shall provide to Client under the terms of the Agreement ("**Services**"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work, which may be executed and attached to the Agreement.

# SECTION 2: SERVICE DELIVERABLES

## 2.1 GOVERNMENT CLOUD SERVICE OFFERING

**2.1.1** GDT Deliverables
- Manage and Monitor Cloud Services Base infrastructure
- Provision Org vDC and NSX Edge Gateway Appliance
- Provision Public IPs
- Provision site side of Client to Site VPN
- Assign resources to resource pool
- Data Protection of IaaS infrastructure (Hypervisor, IaaS Management systems)
- Create and assign administrative users and privileges.
- Maintain FedRAMP compliance up through hypervisor level.
- GDT will provide OS templates that meet all FedRAMP requirements and hardening standards.

**2.1.2** Client Deliverables
- Maintain FedRAMP compliance from the guest OS and above including web, application, and database layers for Client applications.
- Provision vApps & VMs
- Provision Networking (Firewall, Load Balancer, Network segments
- Install, maintain, or support Client application
- Manage Client's vDC
- Configure OS hardening.
- Full administrative access
- Install Client applications
- Apply OS maintenance releases that are approved by the Client

- Identify security patches/hot-fixes for supported OS technologies.
- Identify maintenance releases for supported OS technologies.
- Create and configuration changes of VMs
- Manage FW, VPN and LB rules within NSX Edge Gateway
- Data Protection of Client environment (vApps, VM, Application, etc.)
- Monitoring Client environment (VM s, Network, Application, etc.)
- Monitor Client's application
- Provide non-Microsoft OS licenses
- Coordinate any third-party circuit orders and installation.
- Configure and manage VMware vCloud Connector as required.

# SECTION 3:  RESPONSIBILITIES

## 3.1  GDT RESPONSIBILITIES

**3.1.1**  <u>Services.</u> GDT shall provide the Services set forth in Section 2.1 beginning on the Effective Start Date.

**3.1.2**  <u>Facilities Maintenance.</u>  GDT may from time to time perform Facilities Maintenance. If Facilities Maintenance is expected to interrupt access to the network or the availability of Client's Services, GDT shall give Client notice by e-mail prior to conducting such maintenance, identifying the time and anticipated duration of the Facilities Maintenance.

**3.1.3**  <u>Transition Assistance.</u>  In the event of a termination of the Agreement by either party, Client shall have five (5) business days from the date of termination (the "Transition Assistance Period") in which to transfer Client data to Client or another service provider.  GDT shall use reasonable efforts to assist in such transfer during the Transition Assistance Period, at GDT's standard time and materials rates then in effect.

## 3.2 CLIENT RESPONSIBILITIES

**3.2.1** <u>Services</u>. Client shall comply with its responsibilities set forth in Section 2.1.

**3.2.2** <u>Client Obligations and Restrictions</u>. Client shall (i) use reasonable security precautions in light of Client's use of the Services, (ii) cooperate with GDT's reasonable investigation of security problems, outages, data breaches, and any suspected breach of the Agreement, and (iii) immediately notify GDT of any unauthorized use of Client's account or any other breach of security. Client's use of the Services shall at all times comply with GDT's then current Acceptable Use Policy. Acceptable Use Policy is available at the following link: https://www.gdt.com/company/acceptable-use/

**3.2.3** <u>Microsoft Applications.</u> Client agrees that, unless Client has contracted with GDT for physical dedicated hardware, any Microsoft Server Operating System licensed software running on any equipment in the GDT IaaS must be purchased from GDT. Client acknowledges that Microsoft has the right to increase its SPLA rates on an annual basis and Client agrees that GDT may increase Client's monthly recurring charges to reflect such increase in Microsoft's SPLA rates no more than once annually. No other Microsoft Server Operating System licensed software will be allowed to run on any equipment in the GDT IaaS. In the event that Client purchases a Microsoft license through GDT, Client agrees that it will, at all times, comply with the Microsoft then current product use rights located at http://www.microsoftvolumelicensing.com. Client agrees that, unless Client has contracted for physical dedicated hardware, all Microsoft applications consisting of Microsoft Exchange, Microsoft SQL, Microsoft SharePoint or Microsoft Lync must either be purchased through GDT or Client must provide proof of License Mobility through Software Assurance. It is the Client's sole responsibility to ensure that it maintains a current Software Assurance agreement with Microsoft. Clients using Microsoft Windows Server Operating Systems purchased from GDT configured with application mode remote desktop services (RDS); must also purchase a remote desktop license from GDT for each named user with access to the Microsoft Operating System within GDT IaaS. Client shall provide GDT with the name of each named user representative with a remote desktop license and shall ensure that only those representatives with a remote desktop license are accessing the Microsoft Operating System within GDT IaaS.

**3.2.4** <u>Orders of Additional Services.</u>   Provided the Services are available, Client may designate, in writing, one or more Cloud Organization Administrators that shall have the ability to do any or all of the following: (a) utilize the GDT portal to add, modify and decommission virtual machines, and/or (b) modify network, firewall and load balancer settings. Client acknowledges that it has certain responsibilities to manage its environment based on the roles and responsibilities set forth in Section 2.1.   GDT shall not be liable, and Client shall hold GDT harmless for any damages that occurs during any of the actions listed in (a) and/or (b) and Client shall reimburse GDT for any costs GDT incurs to repair any such damage. Client acknowledges that it shall be responsible for any increase in monthly recurring charges and as well as any non-recurring one-time charges resulting from the above actions by the Cloud Organization Administrator(s).

**3.2.5** <u>Discontinue Use of Services.</u>   Upon the effective date of termination or expiration of the Agreement,  Client shall immediately discontinue use of the Services and any IP addresses or servers assigned to Client in connection with the Services; and Client will cease pointing the DNS for any Client controlled domains to addresses within the GDT IaaS.

**3.2.6** <u>Client Use of Services.</u>   Client represents and warrants that Client does not appear on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and is not otherwise a person to whom GDT may not legally provide the Client Services. Client may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations.  Client may not provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

**3.2.7** To the extent Client orders any Service designated as "Burstable" (meaning Client has the ability to use Services in excess of the Committed Data Rate), Client will be billed for (a) the Committed Data Rate, and (b) the Excess Use at the price per Mbps set forth in the Work Order. Client's use will be sampled in five-minute inbound and outbound averages during each month. At the end of the month in which such use is measured, the top five percent (5%) of the inbound and outbound averages shall be discarded. The highest of the resulting ninety-five percent (95%) for inbound and outbound averages will be compared to the Committed Data Rate, and if that ninety-fifth percentile (95%) of traffic is higher than the Committed Data Rate, the difference between the highest of either average and the Committed Data Rate shall be the "Excess Use".

**3.2.8** FedRAMP Provisional Authorization to Operate. Client acknowledges that GDT has received a FedRAMP provisional authorization to operate "(P-ATO") the GDT Government Cloud Services by the Joint Authorization Board. In the event that Client uses the Government Cloud Services in any manner that may jeopardize GDT' P-ATO, GDT shall have the right to immediately suspend or terminate the Government Cloud Services, without liability therefor.

**3.2.9** Services for Government Use Only. Client acknowledges and agrees that the Services are for Federal, State and local Government use only and that the Services will not be used for non-government purposes. In the event that Client uses the Services for any non-government purpose, GDT shall have the right to immediately terminate the Services without liability therefor.

**3.2.10** No Competitive License or Service. Client may not at any time, without GDT's prior written consent, permit any GDT facility or the GDT IaaS to be utilized for the resale of Internet access, co-location or managed services to GDT clients. Client may use allocated space on the GDT IaaS to host software as a service application.

## 3.3 REMEDIES AND DAMAGES AND LIMIT ON WARRANTIES

**3.3.1** <u>No Other Warranty.</u> EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, GDT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCT CATALOG OR ANY THIRD-PARTY SOFTWARE OR SERVICE. CLIENT ACKNOWLEDGES THAT CLOUD BASED NETWORKS AND THE INTERNET INVOLVE THE TRANSMISSION AND PROCESSING OF DATA THROUGH VARIOUS INTERCONNECTED NETWORKS THROUGHOUT THE GLOBE AND ACCEPTS THE PRIVACY AND SECURITY RISKS INHERENT IN SUCH SYSTEMS.

**3.3.2** <u>Remedies.</u> Client's sole remedy and GDT's sole obligations with respect to any failure in the Service, hardware failure, software failure, GDT IaaS failure or other error relating to the Service or the responsibilities of GDT set forth in the Section 2.1 shall be for GDT to use reasonable efforts to promptly correct such error, to the extent reproducible by GDT, and if applicable, to provide the Service Level Credits set forth in Section 4. Service Level Credits and error corrections are subject to Client diligently working to meet its responsibilities as set forth in Section 2.1.

**3.3.3** <u>Suspension of Services.</u> GDT may suspend Services without liability if: (i) GDT reasonably believes that the Services are being used (or have been or will be used) in violation of the AUP or the Agreement, (ii) GDT discovers that Client is affiliated in any manner with, a person who has used similar services abusively in the past; (iii) Client doesn't cooperate with GDT's reasonable investigation of any suspected violation of the Agreement; (iv) GDT reasonably believes that Client Services have been accessed or manipulated by a third party without Client consent, (v) GDT reasonably believes that suspension of the Services is necessary to protect the GDT IaaS, other GDT networks or systems or Client data, or (vi) suspension is required by law. GDT will give Client reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless GDT determines, in its reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect GDT, Client, or other GDT Clients from imminent and significant operational or security risk. If the suspension was based on Client's breach of its obligations under the Agreement, then GDT may continue to charge the fees for the Services during the suspension and may charge the Reconnection Fee upon reinstatement of the Services. Client will not have access to data stored on the GDT IaaS during a suspension or following termination, except as required to perform transition assistance under Section 3.1.3.

# SECTION 4: SERVICE LEVEL AGREEMENTS

## 4.1 INTERNET ACCESS SERVICE LEVEL GUARANTEE

4.1.    <u>Internet Access Guarantee.</u> GDT shall have the contracted Internet access available for the Client to transmit information to and receive information from the Internet 99.999% of the time ("Internet Access Guarantee"). Client acknowledges that incremental usage in excess of the Committed Data Rate is subject to available bandwidth on the GDT network.

4.2.    <u>Internet Access Remedy.</u> In the event GDT fails to provide the level of service provided in the Internet Access Guarantee, Client shall receive the applicable Service Level Credit described below. The Internet Access Guarantee is measured on a calendar month basis.

| LENGTH OF OUTAGE | SERVICE LEVEL CREDIT |
|---|---|
| More than 26 seconds but less than 4 minutes in a given month. | Credit of 1.0% of total Monthly Recurring Charges for Bandwidth Services |
| 4 minutes per month, but less than 43 minutes in a given month. | Credit of 2.0% of total Monthly Recurring Charges for Bandwidth Services |
| 43 minutes per month, but less than 86 minutes in a given month. | Credit of 4.0% of total Monthly Recurring Charges for Bandwidth Services |
| More than 86 minutes per month. | Credit of 6.6% of total Monthly Recurring Charges for Bandwidth Services |

## 4.2 SERVICE AVAILABILITY SERVICE LEVEL GUARANTEE

4.2.1    <u>Cloud Infrastructure Availability Guarantee</u>. GDT shall make the infrastructure devices configured with high availability available for the Client 99.999% of the time ("Cloud Infrastructure Availability Guarantee"). Infrastructure includes all hardware and equipment that make up the core IaaS environment. It does not include OS Layer and above and excludes vMotion time.

4.2.2    <u>Cloud Infrastructure Availability Remedy</u>. In the event that GDT fails to provide the level of service provided in the Cloud Infrastructure Availability Guarantee, Client shall receive the applicable Service Level Credit described below. The Cloud Infrastructure Availability Guarantee is measured on a calendar month basis.

| LENGTH OF OUTAGE | SERVICE LEVEL CREDIT |
|---|---|
| More than 26 seconds but less than 4 minutes in a given month | Credit of 1.0% of total Monthly Recurring Charges for affected Government Cloud environment |
| 4 minutes per month, but less than 43 minutes in a given month. | Credit of 2.0% of total Monthly Recurring Charges for affected Government Cloud environment |
| 43 minutes per month, but less than 86 minutes in a given month. | Credit of 4.0% of total Monthly Recurring Charges for affected Government Cloud environment |
| More than 86 minutes per month. | Credit of 6.6% of total Monthly Recurring Charges for affected Government Cloud environment |

## 4.3   REMEDIES

**4.3.1**   If GDT fails to meet either of the Internet Access Guarantee or the Cloud Infrastructure Availability Guarantee (each referred to herein individually and collectively as a "Service Level Guarantee"), Client shall be entitled to receive, upon request, as its sole and exclusive remedy, the applicable Service Level Credits described in Sections 4.1 and 4.2 of this SOW. GDT shall apply all of the Client's Service Level Credits directly to the Client's total Monthly Recurring Charges for Enterprise Cloud Services for the month following such failure. In no event shall the Client's total amount of Service Level Credits exceed the Client's total Monthly Recurring Charges for Enterprise Cloud Services for a given month. Client may not aggregate Service Level Credits resulting from the same event. If one event results in a failure to meet two or more Service Level Guarantees, Client shall be entitled to the Service Level Credit resulting in the largest credit to Client's Monthly Recurring Charges for Enterprise Cloud Services.

**4.3.2**   Notwithstanding anything herein to the contrary, GDT will not knowingly or purposefully fail to meet any Service Level Guarantee. In the event that a Service Level Guarantee is not met and GDT determines in its reasonable judgment that such failure was a result of (i) any Force Majeure condition, (ii) any actions or inactions of Client, (iii) any activity under Client's control or within the obligations undertaken by Client (including, without limitation, inaccurate or corrupt data input, use of network or the Services other than in accordance with the documentation or the directions of GDT, failure or inability of Client to obtain or the failure or inability of a vendor to provide upgrades, new releases, enhancements, patches, error corrections and fixes for software equipment, and problems in Client's local environment), or (iv) any Facilities Maintenance or any Client Maintenance, then GDT shall have no obligation to credit Client any amount for any such failure.

# SECTION 5:  TERMS

## 5.1   CONTRACT TERMS

**5.1.1**   This SOW between Client, and GDT, is effective upon the date signed (if more than one date, then the latest date). Services and billing shall begin at Service Effective Date and shall remain in force and effect for a period of **12 months ("Initial Term").** Should adjustments or modifications be required on device quantities that will be managed, these changes will be made through the Change Order Request.

**5.1.2**   At the completion of the Initial Term, this SOW will renew automatically on a month-to-month basis unless Client provides thirty (30) day written notice of cancellation. During the month-to-month period, the fees may increase by 30%. After three (3) months, either a renewal contract will be signed by Client or GDT retains the right to terminate service. If applicable, no SLA's will apply during the month-to-month period.

- Termination for Cause
  - This SOW may be terminated by the Client upon ninety (90) days written notice if GDT:
    - Fails to fulfill in any material respect its obligations under this SOW and does not cure such failure within thirty (30) days of receipt of such written notice
    - Breaches any material term or condition of this SOW and fails to remedy such breach within thirty (30) days of receipt of such written notice. The parties agree and acknowledge that issues that are outside the control of GDT and/or issues not related to system wide performance shall not constitute a breach.
    - Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this SOW
  - GDT may terminate this contract at any time if Client:
    - Client has threatened the security of the Data Center, GDT IaaS, or any other network system
    - Failure to pay amounts due after ten (10) days written notice and failure to cure
    - Repeated violation of the AUP by Client or end-users
    - GDT is unable to provide service based on Client acts or omissions
- Termination for Convenience
  - In the event Client desires to terminate any License or Services prior to the end of the Term, or if the Licenses or Services are terminated by GDT for Client default herein, Client shall pay a termination charge equal to 100% of the remaining monthly recurring fees that would have been charged for the Client  Services for the Term (as applicable on the date of said termination) (the "Termination Fees"). Such Termination Fees are not

penalties, but due to the difficulty in estimating actual damages for early termination, are agreed upon charges to fairly compensate GDT.

- ▪ If either party terminates this SOW, GDT will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider for as long as reasonably necessary to accomplish a complete transition to that designated provider. Client agrees to GDT the actual costs of rendering such assistance only if the GDT has terminated this SOW and/or the Agreement for cause. Otherwise, GDT will render such assistance at its own expense.
  - ☐ Upon the effective date of termination (or the end of the transition assistance period) (a) GDT will immediately cease providing Services and Client's License shall terminate and GDT shall not be responsible for any loss of access or data as a result of such cessation of Services (b) any payment obligations of Client for Services provided through the date of termination (or the end of the termination assistance period) and any applicable termination fees will immediately become due and payable within ten (10) days of such termination.

**5.1.3** If there are any conflicting terms between any Master Agreements executed between the parties and this SOW, the terms of this SOW shall govern with respect to the Services purchased under this SOW.

## 5.2 ADDITIONAL ASSUMPTIONS

**5.2.1** <u>Regulatory Changes.</u>  In the event that a tariff is filed against GDT or there is a change in law, rule or regulation, increased power costs or similar circumstance that materially increases the costs or other terms of delivery of Client Services, the parties agree to negotiate the rates to be charged, or other required terms of service to reflect such increased costs or change in term of service.  If the parties are unable to agree on new rates within thirty (30) days after GDT's delivery of written notice regarding the rate change, then either party may terminate the Licenses or Services without liability by giving thirty (30) days written notice.

# SECTION 6: SIGNATURE

This SOW and Agreement constitute the entire scope of services between Client and Partner for monitoring/maintenance/service of all equipment listed in [Section 7: Pricing.](#) Partner must deem acceptable any equipment/services Client may want to add to this SOW after the effective date. The addition of equipment/services not listed in at the signing of this SOW, if acceptable to Partner, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.