



Cloud Professional Services
Service Agreement

Prepared for

Florida Housing Finance Corp
Office 365 Security Assessment



Created: August 30, 2019
Revision 1.2



Table of Contents

1. PROJECT CONTACTS	3
2. PROJECT BACKGROUND AND OBJECTIVE.....	3
3. DELIVERABLES:	4
4. SCOPE OF WORK.....	4
5. DOCUMENTATION:.....	5
6. OUT OF SCOPE	5
7. CLIENT RESPONSIBILITIES:.....	6
8. BILLING SCHEDULE AND PAYMENT TERMS:	7
9. SCHEDULING AND WORK HOURS:	8
10. SIGNATURES:	8
11. PROJECT DELAYS.....	9
12. CHANGE REQUEST PROCESS:	10
13. TERMS AND CONDITIONS.....	10
SCHEDULE A-1: CHANGE ORDER FORM.....	16
SCHEDULE A-2: LETTER OF COMPLETION FORM	17



This Service Agreement ("Agreement"), effective as of October 7, 2019 by and between United Data Technologies, Inc. ("UDT") with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and Florida Housing Finance Corporation ("Client") with its registered office address at 227 N Bronough Street, Tallahassee, FL 32301 (each a "Party" and together the "Parties").

1. PROJECT CONTACTS

Client Contact Information		UDT Contact Information	
Name:	David Hearn	Billy Merchant	
Title:	Chief Information Officer	Account Manager	
Email:	david.hearn@floridahousing.org	bmerchant@udtonline.com	
Address:	227 N Bronough Street Tallahassee, FL 32301 US	1621 Metropolitan Blvd Ste 102 Tallahassee, FL 32308	
Phone:	(850) 488-4198 x1222	+1 8502511976	

2. PROJECT BACKGROUND AND OBJECTIVE

UDT has been invited by Florida Housing Finance Corporation to execute a Security assessment of the current Identity and Productivity configuration for their Office 365 Tenant and associated Azure Active Directory Identity.

This assessment will focus on the Security configuration including the productivity workloads related to user identity and access. The goal of the assessment is to provide a report of the findings together with a plan to remediate areas found to be in need of reconfiguration, as well as to provide recommendations for roadmap to introduce new available security configuration and mechanisms to provide a better security posture for the cloud services to protect the organization's data and use of the services.

Florida Housing Finance Corporation is currently operating Office 365 in a GCC tenant based on G3 and EMS licenses. The current process for authentication is based on the deployment of Hybrid Identity using AD Connect and Passthrough Authentication using two Domain Controller Agents, and some users have already been enabled for Multi Factor Authentication. Exchange Online in hybrid mode with On-Premises Exchange is the primary workload in use, and OneDrive is lightly adopted while being enabled for all licensed users. Skype for Business is not in use and Teams is planned for future adoption. Secure Score has been observed already and will be addressed as part of the assessment.

2.1. Project Locations(s): All tasks are expected to be completed **remotely** unless otherwise stated in this Statement of Work.

3. DELIVERABLES:

UDT Deployment Service:

- Execution of Assessment of Azure Active Directory Identity and Security
- Execution of Assessment of Office 365 Security for Global Configuration, Data and Workloads in use
- Documentation of Assessment Findings
- Documentation of Plan to Mitigate Security Risks and Configure Security Components
- Presentation of Documentation and Remediation Plan

4. SCOPE OF WORK

The following areas of delivery are within the scope of this proposal:

Project Kick-Off

Azure AD and Office 365 Security Assessment

- Synchronized Identity
- Cloud-only Identity
- Identity Authentication mechanisms – Passthrough with PHS in place
- Second Factor Authentication - MFA
- Tenant Administration and Privilege Identity in place
- Workload Specific Privilege Roles in place
- Tenant Audit in place
- Workload Specific Audit in place
- Global Data Sharing Settings
- Workload Specific Data Sharing Settings
- Data Classification, Protection and Encryption
- Data Loss Prevention
- Identity and Workload Activity Monitoring
- Mobile Device and Application Compliance Policies

- Zero Day Protection for Links and Attachments

UDT will assign a Project Manager for the Office 365 Security Assessment Project. The Project Manager will lead the efforts, defining Roles and Responsibilities and identifying the correct approach and methodologies to each of the phases of the project by working closely with Florida Housing Finance Corporation Resources and the UDT Technical Team.

Responsibilities of UDT Project Management include:

- Project Kickoff
- Project Communication Plan Agreement
- Resource Allocation and Responsibilities
- Resource, Tasks and Sessions scheduling
- Setting Expectations for Timelines and Completions
- Project Phases Review
- Project Milestones Management
- Phase Specific Milestones Management
- Escalation Management
- UDT alignment to Client's Change Management Process
- General Project Approach Review
- Progress Tracking and Approach Alignment
- Redefinition of Evolving Phases and Tasks
- Validation of Solution Fulfillment
- Project Closeout

Documentation Presentation – Project Closeout

5. DOCUMENTATION:

UDT shall provide the Client with the following Document Deliverables:

- Documentation of Assessment Findings
- Remediation Plan for Security Enhancements

6. OUT OF SCOPE

UDT is responsible only for performing the Services described in this SOW. Services outside the scope of this Agreement include, but are not limited to:

- Any installation, configuration or testing of hardware or software not outlined in this SOW;
- Any application or host system access that encompasses coding, scripting, application analysis, system performance, and/or troubleshooting;
- Any OS, application or hardware tuning, troubleshoots or maintenance steps including patches, upgrades and/or installations/re-installations relating thereto;
- Any CPU, server, or mid-range host monitoring and console operations;
- Any disk storage installation, implementation, configuration or reconfiguration;
- Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues;
- Installation, certification or configuration, and support of electrical, network, telecommunications, cabling infrastructure and components;
- Development of any custom solutions including scripting;
- Modification to any of UDT application software;
- Server and/or file system consolidations and/or relocation or validation of databases or data files.

7. CLIENT RESPONSIBILITIES:

- Designate a representative to be the Client primary contact
- Communication to End Users
- Service Pack, Update Rollups and Cumulative Updates installation for Existing Operating System and Microsoft Servers Technologies to meet supportability and minimum requirements
- Provide Change Order requirements and approval process timeline for adequate planning and scheduling
- Allocation of Resources for Project Phases and Project Management
- Provide knowledge of existing systems and collaborate with UDT
- Provide Adequate System Administrator Access for all Systems to Allow for a Timely Installation and Configuration of all Software and Systems
- Provide access to team members that understand necessary systems and can answer questions about environment throughout deployment
- Execution of Health Remediation for Servers and / or Services
 - Organizational Unit Restructuring



- Remediation of Unhealthy Components
- Removal / Decommissioning of Components
- Troubleshooting of Issues not related to the execution of a Read-Only assessment
- Customization of Web Pages
- Procurement of Office 365 License Subscriptions – Where needed
- Procurement of Software Licenses – Where needed

8. BILLING SCHEDULE AND PAYMENT TERMS:

8.1 Billing Schedule

UDT pricing for this engagement is provided on a fixed price, single project basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Milestone Billing Phases	Amount
Phase 1: Project Kick-Off	\$7,291.69
Phase 2: Documentation Presentation / Closeout	\$7,291.69
TOTAL	\$14,583.38

Travel and Expenses:	\$0.00
<u>Pricing for this Professional Services Engagement:</u>	
Services Cost from Fixed priced milestones:	\$14,583.38
Travel Cost Budget (if Applicable):	\$0.00
Total Project Cost:	\$14,583.38

Upon completion of each Milestone Billing Phase, UDT shall send an invoice to the Client along with a Letter of Completion Form (“Completion Form”). Client has five (5) business days from receipt of the Completion Form to sign and return the Completion Form to UDT. Client’s signature of the Milestone Completion Form, or Client’s failure to return the form within five (5) Business Days, signifies Customer’s acceptance that the Services have been performed in accordance with this Agreement.

8.2 Payment Terms

All invoices are due and payable net thirty (30) days from the date of invoice unless negotiated otherwise in writing by the Parties. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Client’s current outstanding balance. In addition, UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional Service Agreements and Change Request Orders until UDT’s receipt of all overdue amounts. UDT shall have no liability to Client for any such suspension or termination of the Services or for its refusal of additional Service Agreements. UDT further reserves the right to seek collection of all overdue amounts (including by referral

to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection.

If Client elects to pay for the Services by using a Credit Card, Client shall provide UDT with valid and updated credit card information. If Client provides credit card information to UDT, Client authorizes UDT to charge such credit card for all Services listed in this Agreement, unless otherwise agreed to in writing by the Parties.

9. SCHEDULING AND WORK HOURS:

UDT consulting services will be performed between 8:00am and 5:00pm EST (local time), unless after-hours or weekend work is requested or required.

9.1. UDT has made every attempt to accurately estimate the total project cost and number of engineers required to successfully complete the project. If impediments or complications arise that are out of the control of UDT, the length of the project could be impacted. Valid impediments and/or complications consist of (but are not limited to):

- Malfunctioning client-owned hardware essential to conduct the engagement.
- Inability to access equipment or personnel that are required to complete the project.
- Inability to begin or continue work related to the project because of a lack of client-provided information, such as valid IP addresses, login information, network diagrams, change management, etc.
- Changes to either the project scope, timeline, deliverables or project schedule that occur after the date this agreement is executed.

9.2. Should a condition of this nature arise, UDT will notify client as soon as possible and provide specific details about the impediments accordingly. If the size, scope or number of documented impediments or complications results in an unreasonable increase in either the number of engineers or hours required to complete the engagement, UDT may seek additional compensation from client.

9.3. UDT requires a signed Change Request Form and/or Agreement before project initiation.

10. SIGNATURES:

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this AGREEMENT. Any changes to the assumptions may result in changes to UDT pricing and/or Project schedule.

- Additional required tasks discovered after the execution of this Agreement that are not mentioned in this Agreement will require a change order.
- Defective equipment provided by the client utilized for this solution that require UDT additional hours of troubleshooting will require a change order.
- Troubleshooting issues due to the clients' configuration changes after milestone signoff will require a change order.
- UDT will perform most of the Services under this Agreement during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except UDT holidays, unless otherwise specified.
- UDT will be provided all required physical access to the clients' facilities (identification badge, escort, parking decal, etc.) as required by the client's policies.

- Some of the Services provided may be performed during the night shift and weekends. The client will provide the required access to systems and resources.
- The client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
- The client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.
- The client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.
- The client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.
- Some activities on this project may be performed on UDT's premises.
- UDT may engage subcontractors and third parties in performing a portion of this work.
- UDT will not make changes to the configuration of any network equipment after it has been installed and tested.
- The client's technical resources will be made available to the UDT project team for planning purposes and to answer questions about the existing environment.
- The client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.
- The client will provide UDT admin access on appropriate devices for the success of this project

11. PROJECT DELAYS

Any delays caused by site non-readiness that could require return visits and additional time are subject to billing. Examples are (not all applicable):

- Power Issues
- Cabling Delays
- Personnel Availability
- Delays In Receiving Required Client Provided Documentation

12. CHANGE REQUEST PROCESS:

If the parties wish to change or modify an existing Agreement, they shall execute a written statement that references the specific Agreement by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Schedule A-1 (a "Change Order"). No changes to an Agreement shall become effective until both parties have mutually agreed upon and executed the Change Order Form. When charges are necessary in order to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from the Client. The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request Form.

13. TERMS AND CONDITIONS

Termination

This Service Agreement may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect Client's obligation to make payments as a result of events that occurred prior to termination. To the extent that the Services include the hosting, maintaining or otherwise managing of any Client Data where Client does not otherwise have the ability to download a copy of such Client Data, UDT shall provide Client with a copy of such Client Data within thirty (30) days after the effective date of termination in a standard, electronic format to be mutually agreed upon by the parties. UDT has no obligation to retain, and reserves the right to dispose of, all Client Data after such time period.

Manufacturer product defects

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

Employee Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month's base salary at the rate provided to that employee by the Party in breach of this provision.

Notices

Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Agreement, and copied to:

To Client:
David Hearn
227 N Bronough Street, Suite 5000
Tallahassee, FL 32301
US

To UDT:



United Data Technologies, Inc.
Attn: Legal Affairs Team
2900 Monarch Lakes Blvd, Ste. 300
Miramar, FL 33027

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

Warranty

UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Service Agreement. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Service Agreement that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. To the extent permitted under UDT's agreement with Third Party Technology providers, Hardware providers, and third party providers of hardware and/or software integrated into or otherwise used in connection with the Deliverables, UDT will designate Client as a third party beneficiary of warranties provided by such third party/ies for any such hardware and software. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware.

Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

Limitation of Liability and Indemnification

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE SERVICE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 13.8 OR BREACH OF UDT'S OR THE THIRD PARTY TECHNOLOGY PROVIDERS' INTELLECTUAL PROPERTY RIGHTS UNDER THIS SERVICE AGREEMENT, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO TWO TIMES (2X) THE AMOUNTS PAID OR PAYABLE UNDER THE SERVICE AGREEMENT WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CLAIM. NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING INJUNCTIVE RELIEF.

To the extent allowable by law, each party will defend the other, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that party's gross negligence or intentional misconduct, or claim that UDT products and services infringe on a third party's intellectual property rights, and indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Section. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right to employ counsel at its own expense and participate in the defense.

Insurance

At all times during the terms of this Agreement, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- a. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this Agreement;
- b. Worker's Compensation with limits no less than the minimum amount required by applicable law; and
- c. Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Upon the written request of Client, UDT shall provide client with copies of the certificates of insurance for all insurance coverage required under this Section.

Confidentiality

To the extent allowable by law, the following information is "Confidential Information": (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement, any information related to a party's performance of, or failure to perform, this Agreement, and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, Clients, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Client, data center locations, data center designs (including non-graphic information observed at Client's data center), Client Data but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, or information that becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Services, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

Responsibility of the Parties

Each party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the parties. Although the parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as expressly specified in this Agreement.

Trademarks and Intellectual Property

Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

Assignability

Client may not assign this Agreement without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns. UDT has the right to assign, subcontract, or delegate in whole or in part this Service Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise.

Non-Waiver

The failure to exercise or delay in exercising a right or remedy under this Service Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Client's payment of fees is not a waiver of any claims for breach of this Agreement.

Force Majeure

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

Controlling law, Venue, and Costs of Suit

With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of Florida (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida, Leon County, in any dispute arising out of or relating to this Agreement. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

Entire Agreement

This agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.

14. Signatures

This Agreement may be executed by the Parties in counterparts which together shall constitute one and the same agreement among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SERVICE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.



Client

UNITED DATA TECHNOLOGIES, INC.


Name: Hugh R. Brown

Name: Fernando Fernandez

Title: General Counsel

Title: CEO

Signature: 

Signature: 

Date: 10-7-19

Date: 9/25/19

Schedule A-1: Change Order Form

Requested on "DATE"

Client Name:	
Project Name:	Project Sponsor:
Project Number:	Requestor:
Project Phase:	Priority: High <input type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>
Description of Change:	
Reason for Change:	
Ramifications of Change: Schedule <input type="checkbox"/> Staffing <input type="checkbox"/> Other <input type="checkbox"/> (explain ramifications below)	
Estimated Cost: \$	
UDT Responsibilities	

Response to Change Request

UDT Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Cancelled <input type="checkbox"/>	Client
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



Schedule A-2: Letter of Completion Form

Date

[Customer]
 Address

Certificate of Completion of Services

RE: Reference Agreement No. and/or Purchase Order Number

Dear [Customer]

Pursuant to Agreement Number: ##### between UDT ("UDT") and, UDT hereby certifies, by the signature below or electronic signature, as applicable, of its authorized representative, that the services described below and pursuant to the Agreement has been completed on the date indicated below and in accordance with the terms of the Agreement.

Services #	Services Description	Service Completion Date	Invoice Amount (USD)
1.	Completion of		
	Total:		\$

Client Purchase Order No. or Reference Agreement No.	UDT Sales Order Number

- Total Invoice Amount of Services Completed: \$
- For services that are broken down into phases, is this the last Milestone Completion Certificate? (Yes/No): .
- has **five (5) Business Days** from the receipt of this letter to sign and return this letter to UDT.
- 's signing of this Letter of Completion, or 's failure to return this letter **within five (5) Business Days**, signifies Customer's acceptance that Services listed above have been performed according to this Document.
- shall not delegate the task of accepting or assessing completion of the services.

UDT

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____