



Corus Group, LLC

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Statement of Work

for

Florida Housing Finance Corporation

UCS Blade Expansion

October 22, 2020

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Offer is valid for thirty (30) days from the date shown above.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of Florida Housing Finance Corporation nor be duplicated, used or disclosed in whole or in part by Florida Housing Finance Corporation except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.



1. SOW Revision History

Date	By	Description of Revision
10/22/2020	Pat Zurica	Document Creation
10/22/2020	Matt Martin	QA
10/22/2020	PMO	Finalization
11/19/2020	PMO	Modifications

2. Summary

Florida Housing Finance Corporation (Client) has engaged Corus Group, LLC DBA Corus360 to assist with the deployment of two (2) UCS B200 Blades, firmware upgrade, VLAN setup and knowledge transfer in Client's current UCS Mini (the "Services").

This SOW is subject to the Master/Professional Services Agreement dated August 7, 2020 by and between Corus360 and Client (the "Agreement"). Any third-party software or licensed products applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

In order to complete this project, Corus360 will accomplish the following tasks:

- Verify UCS Manager (UCSM) firmware upgrade procedure.
- Install two (2) new blades and upgrade the firmware of said blades.
- Add additional VLAN(s) to UCSM and verify that the VLAN(s) populates all of the required templates and profiles.
- Create and assign a service profile to the new blades.
- Install VMWare vSphere on the new blades.
- Go through the UCS environment with Client to complete a knowledge transfer.

4. Acceptance Procedure

Client shall have fourteen (14) business days from the date that work ceases in which to notify Corus360 that (i) the Services provided meet Client's satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such nonconformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete and the Services accepted.

5. Exclusions

Corus360 is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:

- Data wipe/erasure
- Hardware disposal
- Configuration, upgrades, or troubleshooting of third-party applications



- Network and/or firewall configuration

6. Client Responsibilities

Client shall be responsible for:

- Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
- Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Corus360 to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, and internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform Corus360's engineer(s) of facility safety requirements.
- Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- Providing user ID's and passwords to be used by Corus360 engineer(s), if required.
- Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Corus360 cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- Supplying all power, network, and environmental requirements (e.g., rack space) prior to commencement of the Services.
- Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- Fulfilling its obligations in this section at no charge to Corus360.

7. Project Assumptions

- Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a PO (if required) to Corus360.
- Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.
- Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
- Services will be performed remotely.
- The pricing listed in this SOW is for the Services only and is not inclusive of any hardware or software costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware or software necessary for this engagement, excluding the industry-standard equipment Corus360 provides to its own engineers.
- Corus360 engineers are not licensed electrical contractors and as such all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for



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informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.

- Corus360 reserves the right to use subcontractors in any role within this SOW as it may deem appropriate and Client hereby consents to such use. Notwithstanding, Corus360 shall remain fully responsible for the acts and omissions of any subcontractors it retains hereunder.
- If task assignment requires Corus360 to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Corus360 cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Corus360 be liable for any defects, incompatibility or performance issues resulting from any hardware/software solutions designed by, or purchased from, a third party.
- Any effort associated with implementing changes to Corus360's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

8. Protected Information Disclosure

Corus360 does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Corus360.

9. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Corus360.

10. Pricing and Payment Terms

Time & Materials: Client is invoiced for Services time in accordance with the rate(s) and increment(s) reflected below. Actual Services time billed to Client may be greater or less than the estimate provided below, based upon additional information obtained during the course of the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Corus360 on a monthly basis. Net payment term is thirty (30) days.

Description	Hourly Rate	Estimated Hours	Price
UCS Blade Expansion - Remote Only	\$225	8	\$1,800.00
Estimated Services Total			\$1,800.00

- Services time for remote work shall be invoiced in a minimum of 1-hour increments per day; remote Services time exceeding 1 hour shall be invoiced as actuals in .25-hour increments.
- Services time for onsite work shall be invoiced in a minimum of 4-hour increments per day; onsite Services time exceeding 4 hours shall be invoiced as actuals in .25-hour increments.



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- Standard business hours are defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays. Services provided afterhours or on weekends shall be invoiced at **1.5x** the specified rate above.

Expenses for reasonable and appropriate project-related materials shall be invoiced to Client as incurred. These items may include but are not limited to, tools, office supplies, and miscellaneous equipment which may be required for the performance of the Services.

11. Project Change Procedure

The following steps provide a detailed process to follow if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- Client's point of contact will review the proposed change with Corus360 and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.
- The PCR must be signed by both parties prior to the implementation of the changes.

12. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- All tasks set forth within the Scope of Work have been provided and the Acceptance Procedure has been fulfilled.
- This SOW has been terminated by Corus360 or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
 - Either party may terminate this SOW for convenience upon written notice. Corus360 reserves the right to invoice Client for costs incurred (e.g., airfare/hotel reservation cancellation fees) as a result of Client's termination of this SOW for convenience.
 - Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
 - All Services provided up to the date of termination shall be due and payable.
- This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.



13. Acceptance

This SOW, shall upon execution by both parties below, constitute the complete and exclusive understanding between Corus360 and Client with respect to the Services described herein. Unless and until such mutual execution, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Corus360 herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Corus360 reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client’s signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Corus Group, LLC
130 Technology Pkwy.
Peachtree Corners, GA 30092

Florida Housing Finance Corporation
227 N. Bronough Street
Suite 5000
Tallahassee, FL 32301

DocuSigned by:
Richard Pusbach
A098B3E77EEE4C2

[Handwritten Signature]

Name: Richard Pusbach

Name: Hugh R. Brown/General Counsel

Title: Director of Professional Services

Title: General Counsel

Date: 11/30/2020

Date: 11-25-20