

LDLNET LLC

3003 Hibiscus Circle
Charlotte, NC 28273



SOW (Upwork Job Number) for Agreement to Perform Consulting Services to Customer Name

| Date | Services Performed By: | Services Performed For: |
|--------------------|---|--|
| {Date of Contract} | Lance Lingerfelt - LDLNET LLC 3003 Hibiscus Cir Charlotte, NC 28273 | Customer Name Address Unknown Contact through Upwork |

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Jason Schaefer (“Client”) and LDLNET LLC (“Contractor”), effective {Date of Contract} (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # (Upwork Job Number) (hereinafter called the “SOW”), effective as of {Date of Contract} is entered into by and between Contractor and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on (Start Date) and shall continue through a total of (Total) working hours maximum or (Completion Date) with number of hours per work week expected.

Engagement Resources

| | |
|------------------|------------|
| Lance Lingerfelt | Contractor |
| (Customer Name) | Client |

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:



- *Consulting Services for Exchange Server 2016 Standard Setup and Configuration*
- *Migration of mailboxes from Exchange 2010 to Exchange 2016*
- *Decommission of Exchange 2010 from the client environment*

Deliverable Materials



- *Documentation of the project work performed post implementation*

Contractor Responsibilities



- *Have availability during the allotted time frame for the Project*
- *Setup, Implement, Configure Exchange Server 2016*
- *Migrate all mailboxes agreed upon to Exchange 2016*
- *Assure mail flow and connectivity to the Exchange Server Environment with default mail routing going to the new Exchange Server*
- *Decommission Exchange 2010 from the environment*
- *Provide Project Documentation post implementation*

Client Responsibilities



- *Provide Remote Access to all servers and equipment needed for the project (VPN/RDP/Sharing Session)*
- *Provide an Administrative account with full access to all equipment for the project*
- *Assure that accounts, mailboxes, network devices, and server system states are backed up before migration begins*
- *Provide Firewall/Load Balancer Access to change Load Balancer, NAT, and Firewall rules to the new Exchange Server*
- *Provide a desktop client with Outlook and suitable Internet Browser installed for testing purposes*

- Provide a mobile device with Outlook and suitable Internet Browser for testing purposes
- Provide the necessary PKI certificates for the Exchange implementation
- Sign off on completed implementation and migration pursuant to the SOW

Fee Schedule

This engagement will be conducted on a time basis through Upwork.com in accordance with its policies and procedures. The total value for the Services pursuant to this SOW shall not exceed **\$85 per hour with a total of no more than 40 hours per week** unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value and the necessary changes will be made on Upwork.com if necessary.

This figure is based on **the agreed upon rate** for the Contractor professional services. Contractor will provide up to **1** resource based on the following functional/rate structure. This is in accordance with Upwork.com and their procedures.

| Item Description | Number of Resources | Hourly Rate | Number of Hours |
|---|---------------------|-------------|-----------------|
| Consulting Services for Project and Documentation | 1 | \$85.00 | (Total) |

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Out-of-Pocket Expenses / Invoice Procedures

No Out-Of-Pocket Expenses or Invoice Procedures have been agreed upon and will not be a factor in this project.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 5 business days advance written notice to the other party.

Assumptions



- Contractor assumes that the Client will have completed all necessary actions and provided all necessary materials prior to the start of the project
- Contractor and Client assumes that time will NOT be billed during the actual migration of the mailbox data unless there is a failure and work needs to be performed to remediate the issue hindering the mailbox move
- Client assumes that the Contractor will provide troubleshooting as part of the implementation of the project for issues at the rate provided, but will NOT provide troubleshooting once the Deliverables are signed off as completed
- Client assumes that any work deemed outside the scope of this SOW will be contracted separately and will require a separate agreement
- Contractor and Client assumes that compensation will be paid through Upwork.com in accordance with their policies and procedures

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.
- The Change Authorization and/or PCR will be submitted to Upwork.com in accordance with their policies and procedures. Any changes to compensation and rate for the work provided will be resolved at that juncture as well.

Statement of Work

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

(Customer Name)

LDLNET LLC

By: _____

Name:

Title:

By: _____

Name: Lance Damian Lingerfelt

Title: Owner/Operator