



**Virtual DataWorks** LLC  
Virtually everything I.T.

We have prepared a quote for you

## GCC 365 Migration & Setup

Quote #002532 v2

Prepared for:

The City of Hudson

Prepared by:

Matthew DeWees

## Migration Scope of Work

The goal of the engagement is to provide a seamless migration experience to Office 365. This document includes Partner responsibilities and associated tasks to accomplish the goal, along with assumptions and customer requirements.

Virtual DataWorks is responsible for project planning and management in the migration from the current email environment described below to Office 365.

This quote assumes the count of Mailboxes is as quoted, changes in quantities will change the total quote, however the quote has been quoted on a per mailbox basis.

### ■ Phase 1: Source Discovery & Migration Design

#### Source

- Perform discovery of source environment
- Review discovery and complete assessment of source

#### Design

- Determine how password collection will be processed
- Determine objects to migrate and review configuration recommendations to optimize migration and/or Office 365 experience
- Configure desired object type in Office 365

#### Customer engagement

- Review Assumptions (see below)
- Review Customer Roles and Responsibilities (see below)
- Identify customer point-of-contact (POC)
- Review and discuss out-of-scope items with customer
- Project signoff to proceed with remediation and next phase of project

### ■ Phase 2: Office 365 Provisioning and Configuration

- Set up Office 365 tenant and licenses
- Set up global admin account
- Office 365 license assignment
- Add and verify public domain to Office 365

### ■ Phase 3: Data Migration & Client-Side Provisioning

Desktop readiness (CLIENT RESPONSIBILITY)

- Install client-side application (to prepare desktop, create Outlook profile, and migrate client-side data)
- Detection of Outlook version
- Detection of Office 365 readiness and auto-patches for Outlook
- Perform Outlook version upgrades if required
- Detection of unsupported scenarios for the client-side application
- Detection of Autodiscover issues


### **Source Server Data Migration**

- Configure source server access
- Perform initial and re-syncs prior to cutover time
- Perform final and delta at cutover time
- Perform sweep syncs post-cutover time
- Monitor synchronization progress
- Monitor password collection progress
- Manage and troubleshoot sync related issues
- Ensure data fidelity – QA in Office 365 post-initial synchronization

### **Mail flow configuration:**


- Perform public DNS changes
- Perform local DNS changes
- Test and confirm mail-flow

## Migration Fees

Item	Description	Price	Qty	Ext. Price
O365MIGRATE 	<b>Office 365 Migration - Per Mailbox</b> Office 365 Migration - Billed Per Mailbox <ul style="list-style-type: none"> <li>• Migration of Office 365 Commercial to Office 365 GCC</li> </ul>	\$50.00	210	\$10,500.00
Subtotal:				<b>\$10,500.00</b>

## Office 365 Services(Billed Annually)

Item	Description	Recurring	Qty	Ext. Recurring
Office 365 GCC G1	<b>O365 GCC G1 - 1 Seat 1 Year</b>	\$92.67	50	\$4,633.50
Office 365 GCC G3	<b>O365 GCC G3 - 1 Seat 1 Year</b>	\$258.13	155	\$40,010.15
Office 365 GCC G5	<b>O365 GCC G5 - 1 Seat 1 Year</b>	\$445.87	5	\$2,229.35
Recurring Subtotal:				<b>\$46,873.00</b>

Prepared For	Prepared By	Details
<b>The City of Hudson</b> 1140 Terex Road Hudson, OH 44236 Paul Leedham pleedham@hudson.oh.us (330) 650-1799	<b>Virtual DataWorks</b>  Matthew DeWees 330-653-8144 ext 201 matt@cosomedia.com	<b>GCC 365 Migration &amp; Setup</b> Quote #: 002532 Version: 2 Delivered: 05/18/2022 Expires: 06/17/2022

## Quote Summary

Description	Amount
Migration Fees	\$10,500.00
<b>Total:</b>	<b>\$10,500.00</b>

## Recurring Expenses Summary

Description	Amount
Office 365 Services(Billed Annually)	\$46,873.00
<b>Recurring Total:</b>	<b>\$46,873.00</b>

All products and services are bound to our standard terms and conditions ST2106R2. These terms and conditions are available upon request. Payment upon placement of order. Receipt of payment will release Software Keys. Virtual DataWorks maintains ownership of all hardware and software until balance is paid in full. This quote excludes any applicable taxes that may be added during billing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Standard Terms and Conditions

Client has read and understand these terms and conditions and agrees that by signing, it is accepting all of the terms and conditions set forth herein or any attachment hereto. All terms and conditions proposed by Client (including without limitation any purchase order or request for quote) which are different from or in addition to these terms and conditions are unacceptable to Consultant, are expressly rejected by Consultant, and shall not become part of the contract between the parties. Client further agrees that by signing below, Client has the authority and power to execute this document on its own behalf, or as an authorized representative on behalf of any other person or entity, and as such, the parties shall bound hereby.

### ■ Compensation Schedules

**Office 365 Subscriptions** - Client is subscribing to Office365. Price shall be paid in per subscription installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month for the renewal period. Prepayment annually is available. Monthly invoices will be sent to reflect prepayment.

**Office 365 Consultations / Onboarding** - Investment is due upon the acceptance of this agreement.

### ■ Terms

The terms and conditions herein are a material part of the purchase of the products and services set forth on the cover page attached hereto (said terms and conditions hereinafter referred to as the "Terms").

This agreement shall be effective as of the date of this agreement, executed by the Client and shall be for an initial term of three (3) years.

This agreement shall renew automatically at the end of the prior agreement term for a period of one (1) year unless terminated by either party in accordance with the conditions set forth herein. This agreement may only be renewed automatically twenty-three (23) times. Either Party may terminate this agreement at any time without penalty, for any reason or no reason at all, upon forty-five (45) days written notice to the other Party. Company may immediately terminate for cause if consultant has not cured a demand due to nonperformance after being given at least thirty (30) days notice to cure. Early termination fees may apply.

**Commitment on Seats:** Your commitment on seats (license quantities) are applicable for your commitment period.

**Mid-Term Upgrades:** Upgrades and additions to seats are allowed during your commitment period.

**Mid-Term Downgrades:** Downgrades and license removals are available during your renewal period. Your renewal period starts 30 days prior to your automatic renewal. Any downgrades or license removals can be requested between 30 days prior to your automatic renewal. Starting at 30 days prior to your renewal, your minimum seat quantity is set for your next commitment period.

## **Complete Agreement**

These Terms constitute the complete and exclusive agreement and contract of Consultant and Client, and replaces all negotiations, documentation, written and oral agreements, and course of dealing between Client and Consultant as to the products and services purchased pursuant to these Terms (collectively, the "Products and Services" or individually "Products" or "Services") which are the subject matter hereof. Representations, promises, warranties or statements by any agent or employee of the Consultant that differ in any way from the terms and conditions of these Terms shall be of no effect or force.

## **Modification**

No amendment, modification, supplement or other change to these Terms shall be binding on Consultant unless agreed to in a writing signed by Consultant. Except as provided for in the preceding sentence, no agent, employee or other party is authorized to bind the Consultant by any warranty, statement, promise or understanding containing terms or conditions contradictory or in addition to those set forth in these Terms.

## **Pricing**

Pricing hereunder is exclusive of city, state and federal sales or excise taxes, including without limitation, taxes on sales, receipts, gross income, occupation, use and similar taxes, as well as any tariffs or fees on imports or exports, where applicable. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Client. Out-of-state Client's receiving the Products or Services must pay state and local taxes where applicable. Tax exemption certificates or other appropriate evidence of exemption, as furnished by Client, may be accepted by Consultant.

## **Failure To Pay**

In the event that Client fails to pay an amount properly invoiced to Client, or fails to pay any other amount due under any agreement with Consultant, or otherwise breaches any obligation or covenant contained herein or in any agreement, Consultant may, in its discretion, in addition to other remedies to which Consultant may be entitled without affecting an election of remedies, cancel or terminate all orders upon thirty (30) days notice to Client.

## **Delivery**

Delivery and performance of Products and Services shall be as set forth on the cover page hereof, unless otherwise set forth in writing between the parties, and Client shall be responsible for all delivery costs and expenses. Client assumes any and all liabilities, expenses and obligations regarding transportation, insurance, or any damage or loss to the products in transit. Consultant will attempt to deliver and perform the Products and Services within the dates set forth above, but Consultant makes no representation or guarantee that such delivery date will be satisfied. Consultant shall not be responsible for any failure or delay in performance of any of its obligations, including, but not limited to delivery on the dates set forth above.

## **Inspection and Acceptance**

Upon installation and inspection by Client, which inspection shall occur within ten (10) days of receipt, Client shall take ownership of the Products and Services and shall take full responsibility for the Products and Services, subject to the limited warranty set forth in Section 8. Consultant assumes no responsibility for any new or existing equipment which may be added to or integrated into the or Services sold hereunder. If Client's inspection or tests disclose that any or all of the Products or Services are not in conformity with these Terms, then Client shall notify Consultant within ten (10) days of the receipt of the Products or Services as to the non-conformity; and Consultant may inspect the Products or Services for non-conformity. Consultant shall convert or replace the non-conforming parts



or products, at Consultant's expense.

### **No Warranty**

Consultant may purchase licenses to third party software, and if applicable, hardware, for Client in the name of the Client, and Client shall make all warranty claims directly with such third party software provider, or hardware manufacturer, and consultant shall not be responsible for any warranty work related thereto. Consultant shall provide reasonable assistance in contacting and communicating with the third party software or hardware providers or manufacturers on behalf of the Client, if requested.

Except as set forth herein, consultant makes no representations, guarantees, or warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, in connection with the sale of products and services hereunder, and hereby disclaims the same.

### **Disclaimer**

Consultant shall not be responsible for any damage or injury resulting to or caused by the products and services by reason of transportation, improper storage, unauthorized service, alteration of the products or services, neglect or abuse of the use of the products in a manner inconsistent with its design.

Consultant shall not be liable for any delays or losses caused by consultant's error.

### **Limitation of Liability**

With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Company, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence.

### **Insurance**

Where fulfillment of these Terms requires Consultant to perform work on Client's premises, Client shall procure and maintain at its own cost the following insurance: (a) Worker's Compensation Insurance, as required by the Worker's Compensation laws of the state in which the work is being performed; and (b) Public Liability and Property Damage insurance, including contractual liability insurance.

### **Assignment**

Client shall not assign or transfer its rights or obligations to Consultant, or any interest therein, without the prior written consent of the Consultant, and any assignment or transfer made without such consent shall be null and void.

### **Inventions and Proprietary Rights**

Client acknowledges and agrees that the Materials (defined below), and the Confidential Information (defined below) related thereto, are the sole and exclusive property of Consultant. Client agrees that the Consultant shall retain any and all patent, copyright, trademark, service mark, or any other intellectual property rights with regard to Consultant's Products and Services. Client further acknowledges and agrees that any future improvements, modifications, enhancements, or alterations to Consultant's Products and Services based on the Confidential Information, or otherwise, shall be the exclusive property of Consultant and Client shall have no claim, license, or right to use the same without the prior written consent of Consultant. Consultant reserves the right to use, in other projects and with any other party, any concepts, techniques, and ideas developed, discovered, or otherwise learned, through Consultant's sole efforts or jointly with Client.



Ownership and other proprietary rights for Product Innovations or Materials shall become and remain the property of Consultant. "Materials" include, but are not limited to, the Products and Services, products, customization of products, prototypes, writings, blueprints, pictorial reproductions, drawings or other graphical representations, data, documentation, specifications, calculations, tables, reports and all other documents and information produced by Consultant. "Product Innovations" shall mean those products, inventions, ideas, improvements, works, concepts and/or developments, whether patentable or not, created or conceived in the course of the collaborative efforts contemplated under these Terms.

## **Confidentiality**

Client acknowledges that pursuant to its relationship with Consultant, Client may receive and be exposed to confidential and proprietary information of Consultant, including without limitation, product and other technical information related to the Materials and Product Innovations ("Confidential Information"). To the extent permitted by law, Client agrees that it will not reproduce, distribute, duplicate, or otherwise use any of the Confidential Information for any use, other than for performance under this Agreement. In addition, Client agrees that at any time upon request of Consultant, Client shall return any and all Confidential Information to Consultant promptly. In the event of a violation of this provision, Consultant shall be entitled to seek all remedies at law and equity, including injunctive relief to restrain further breach thereof. Confidential Information shall not include, and all obligations in this Agreement related to Confidential Information shall not apply to, any information, in any form whatsoever, that is subject to release by Client pursuant to the Ohio Public Records Act. For the avoidance of doubt, Consultant acknowledges and agrees that Client is a political subdivision of the state of Ohio and is subject to public records requests and the provisions of Ohio Revised Code 149.43 and related case law.

## **Data Security**

Notwithstanding anything herein to the contrary, consultant has not been engaged to provide security consulting services to Client and consultant shall not be responsible for any data breach or intrusion into Client's system. Client shall be solely responsible for: (i) maintaining and protecting all of its personal information and data; (ii) preventing any loss or damage to its data; (iii) maintaining independent archival and backup copies of all of its data; (iv) ensuring the security, confidentiality and integrity of all of its data; and (v) ensuring the confidentiality of all of its data shared with consultant.

## **Severability**

Any legally invalid provision of these Terms shall be considered severable, and the invalidation of any such provision shall not impair the obligations of the parties to comply with all other unaffected provisions hereof. The provisions of Sections titled Disclaimer, Invention and Proprietary Rights, and Confidentiality shall survive the termination of this agreement.

## **Force Majeure**

Consultant shall not be responsible for any acts or omissions of Client, nor for any events beyond its reasonable control (hereinafter referred to as "Force Majeure"), including but not limited to Acts of God, changes of laws or regulations or other acts of government, labor disputes, strikes, riots, mobs, fires, floods, wars, embargoes, impossibility to obtain necessary material, labor, machinery or transportation.

## **Waiver**

A party's failure to insist on compliance or enforcement of any provision of these Terms shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any

other provision of these Terms by that party or any other party.

### **Arbitration**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Summit County, State of Ohio. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action were discovered regardless of whether damages were otherwise as of said time calculable.

### **Non-hire**

Client acknowledges that Consultant is involved in a highly strategic and competitive business. Client further acknowledges that Client would gain substantial benefit and that Consultant would be deprived of such benefit, if Client were to directly hire any personnel employed by Consultant. Except as otherwise provided by law, Client shall not, without the prior written consent of Consultant, solicit the employment of Consultant personnel during the term of this Agreement and for a period of three (3) years following expiration of this Agreement.

### **Early Termination Fee**

100% of unpaid contract balance for the remainder of the current term during which the cure or termination notice is given. Early termination fee does not apply if cancellation is due to nonperformance by the Consultant. In the event of a performance issue, the Consultant requires notification in writing explaining the performance issues. The Consultant is allowed 30 days of receipt of the written notification to remedy the performance issues. Should the performance issues not be remedied, the termination fee will be waived upon cancellation.