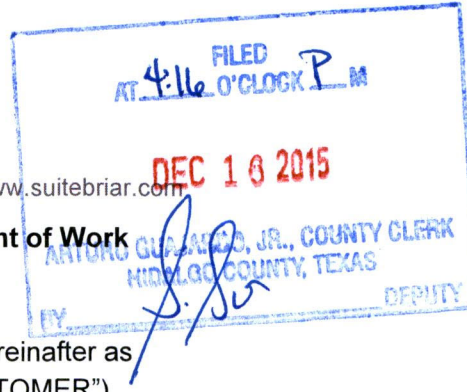




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Google Apps Licensing & Managed Deployment – Statement of Work
Customer: DA Office of Hidalgo, TX.



This Statement of Work (“SOW”) is between Suitebriar, Inc. (referred to hereinafter as “Suitebriar”) and DA Office of Hidalgo, TX (referred to hereinafter as “CUSTOMER”).

SCOPE OF SERVICES

Suitebriar and Customer have agreed to engage in Suitebriar’s Managed Deployment service. The program is designed for customers that intend to perform a migration to Google Apps, and wish to engage Suitebriar to help execute many of the tasks involved in the deployment process.

Suitebriar will work with the Customer to complete tasks in a timely manner and troubleshoot within the scope of services when necessary. Suitebriar’s Managed Deployment Service is a 2-6 week project which encompasses all 4 phases of the deployment.

- **Phase I Discovery:** Discovery Session performed by Suitebriar to gain Technical and Organizational Requirements
- **Phase II Setup & Configuration:** Suitebriar to consult the application of current environment, accounts, and settings to Google Apps.
- **Phase III Migration & Change Management:** Suitebriar to support and consult on the migration of mail, calendar, contacts data from legacy server to Google Apps. Change Management and Training services (if scoped within SOW) will be in the outline below.
- **Phase IV Go-Live Support:** Suitebriar will provide administrative assistance in Go-Live support tasks.

Migration Consulting Services	Description	Scope
Discovery and Planning	<ul style="list-style-type: none"> ● Technical Kickoff Call ● Deployment Planning ● Project Plan (Deliverable) 	In Scope
Setup & Configuration	<ul style="list-style-type: none"> ● Google Apps Setup & Configuration ● Domain Verification ● Account Configuration: Best practice Domain, API, Sharing, & Apps Settings Configuration ● Provisioning: Users, Nicknames, Aliases, Secondary Domains, Group, Custom URLs, Service Apps Settings (Email, Calendar, Drive, Chat, Mobile, Sites) 	In Scope



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Data Migration	<ul style="list-style-type: none"> • Server Mail/Calendar/Contacts • Client Side Outlook Migrations Support for data located on Machines • \$18/user *150 users 	In Scope
IT Team & Early Adopter Deployment	<ul style="list-style-type: none"> • Dual Delivery • Delta Migration • Post Go-Live Troubleshooting • Optional Mock Phase 	In Scope
Deployment Support & Troubleshooting	<ul style="list-style-type: none"> • Configuration Support • Migration Support • Go-Live Support 	In Scope
Google Apps Directory Sync	<ul style="list-style-type: none"> • Google Active Directory Sync Setup and Configuration • Google Apps User Data Sync • Google Apps Password Sync • Custom Mapping of LDAP users to Apps nicknames, groups, and shared contacts • Best Practices and Guidance on Test Syncs, Change Limits, Notifications, and Scheduled Syncs 	In Scope
Vault Setup & Training	<ul style="list-style-type: none"> • Vault Settings and Configuration Discovery • Email Retention Policy Implementation • Vault Administrative Groups and Privileges Configuration 	In Scope
PST File Migration	<ul style="list-style-type: none"> • Consolidated PST Migration • Migration of Archives into users inboxes and/or Google Vault 	In Scope
Public Folder Migration Configuration	<ul style="list-style-type: none"> • Replicate Public Folders as Google Groups • Migration of mail data from Public Folders into Google Groups • Provisioning of Groups Members and Settings 	In Scope
DNS Name Server Configuration	<ul style="list-style-type: none"> • Customer to provide credentials for access to DNS name server host with access to zone file records for additions, updates, and changes to CNAME, MX, TXT, and SPF records pertinent to the deployment of Google Apps 	In Scope
(One Time Fee) Migration Total:		\$2,700.00



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Undeliverables

The following technical deliverables are not standard practices and/or service offerings provided by Suitebriar and are not considered to be within the scope of this SOW.

Legacy Environment	Exporting of users, data, and settings from legacy environment outside of the migration of data via the migration tool
Unified Messaging	Unified messaging deployment PBX/voice integration with Google Apps
SMTP Relay Hardware & Application Configuration	Printer/Fax and other hardware or applications requiring SMTP relay setup and configuration must be addressed by the customer but Suitebriar will provide support and best practices
Calendar connector	Setup of calendar connector for free/busy during co-existence period
Custom Scripting	All Customer Scripts will need to be addressed in a separate SOW

Change Management and Training

Suitebriars' experience and expertise will help to ensure that end users and administrators are able to become fluent in the fundamental concepts behind Google Apps. This will result in an enthusiastic, disruption free adoption of Google Apps.

Offering	Description	Scope, Price
Change Management & Training	Silver Training Package <ul style="list-style-type: none"> • 3 Webinars • Customized Communications • Customized Help Guides • Customized Transition Site • Communications 	Out of Scope \$2,999.00
Onsite Support/Training	On-Site Training/Support <ul style="list-style-type: none"> • Google Apps Consultant Onsite for 8 hour period: 8am - 5pm (1 hr lunch) • Onsite Consulting can be scheduled as "pre go-live" Training OR "go-live" Support • Travel Expenses to be paid by Customer 	Out of Scope \$1,499.00
Change Management Pricing		\$0.00



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Premium Support Services

Suitebriar appreciates the opportunity to provide your organization with additional Premium Level Services and Support for your Google Apps instance. Supporting Google Apps for Business requires expertise and experience with not only the various services available within Google Apps (Mail, Calendar, Contacts, Drive, etc.), but also with Google itself.

Level of Support	Description	Scope, Price
Premium Support Services	<ul style="list-style-type: none"> ● Assigned Escalation Manager ● Support not limited to Technical, but will still only work with the technical POC ● Phone support/Email support ● Remote desktop support ● Open support cases with Google ● Escalate support cases with Google ● Included in Google road map discussions ● Based on historical request, provide Quarterly Report with Resources with Training offers <ul style="list-style-type: none"> ○ Guaranteed support response times <ul style="list-style-type: none"> ■ Priority 1 = 30 minutes ■ Priority 2 = 2 hour (within local business hours) ■ Priority 3 = 4 hour (within local business hours) ■ Priority 4 = 6 hours (within local business hours) ● Support for one calendar year 	Out of Scope \$1,999.00
	Additional Support Pricing	TBD



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Summary of Costs

Licensing	Description	Price
Google Apps Unlimited	Google Apps Unlimited (\$120/u/y) *150 users <ul style="list-style-type: none"> • Google Apps for Work (Complete Suite of Apps) • Google Vault Archive and E-Discovery • Advanced Auditing Capabilities in Google Drive • Data Loss Prevention • Unlimited Storage 2 Free months of Google Apps Licensing. 14 months for the price of 12. The 13th and 14th month will not be billed.	\$18,000.00
	Recurring cost: \$1,500.00 Monthly	
	Total:	\$18,000.00

Category	Pricing
Core Managed Deployment (One time fee)	\$2,700.00
Services Total:	\$2,700.00
Grand Total of Licenses and Services:	\$20,700.00

Suitebriar, Inc. Terms & Conditions

SERVICE DELIVERY AND PAYMENT TERMS

Suitebriar will provide all services based on fees listed to be paid in Net 30 terms. The following are estimates by hours and cost estimates by service. Price does not include any applicable sales tax. If payments are not made on a timely basis, Suitebriar may, after providing notice and a five day cure period for such untimely payments, alter or suspend its provision of Services hereunder. If CUSTOMER breaches its obligation to make timely payment. Suitebriar may seek all available remedies permitted under the Prompt Payment of Claims Act (Texas Law).

SCOPE CHANGES

Based on the scope of a project, Suitebriar is able to estimate the time, resource needs, and cost of the project. If the project scope is increased at any point during the delivery of the project, Suitebriar will have to dedicate additional time and resources to the project resulting in an increased cost to the customer. If a change to project scope is requested by CUSTOMER during the delivery of the project, Suitebriar will provide CUSTOMER with a time and cost estimate for the additional project scope via an additional Statement of Work. CUSTOMER will have the final determination as to which scope of changes should be completed by Suitebriar



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and which should be postponed to a later date or altogether dismissed.

EXPENSES

Travel and lodging will be invoiced at actual costs, meals and incidentals will be billed on a per diem basis as outlined by US Federal guidelines <http://www.gsa.gov/portal/content/104877>. Payment for expenses must be received within 15 days of the invoice date.

PAYMENT RECOVERY

Both parties understand that project success is based on a mutual commitment and participation as well as a high standard of quality. In the event that CUSTOMER feels that the project is no longer required, it will notify Suitebriar in writing upon which time Suitebriar will cease providing services and bill CUSTOMER only for work performed up to the time of notification.

ASSUMPTIONS

The following assumptions are being made:

Information Availability Assumptions:

- A. CUSTOMER will provide super admin rights for all legacy and destination relevant platforms to all Suitebriar to consult the deployment as needed.
- B. CUSTOMER will ensure timely access to, and compliance from, CUSTOMER's key executives, CUSTOMER work groups and other project teams to (i) support Suitebriar's Services, (ii) perform the agreed upon acceptance procedures in a timely manner and (iii) help accomplish the objectives of the Project.
- C. Decisions to be made by CUSTOMER will be made promptly and communicated through the CUSTOMER Project Manager.
- D. CUSTOMER shall obtain all consents necessary from third parties required for Suitebriar to perform its obligations hereunder.
- E. It is assumed that CUSTOMER project team members are empowered to make decisions on behalf of CUSTOMER and have enough knowledge of the CUSTOMER'S business processes and technology to make decisions about requirements for each of the functional areas.

General Assumptions

- A. We assume that the CUSTOMER information provided or referenced by CUSTOMER is accurate and complete.
- B. Each party will retain responsibility for its compliance with any laws, regulations, or other authorities, in effect on the date of execution of this Arrangement, including those areas on which it relies on the other party's performance under the Contract. Use of the term "ensure" is defined to mean that both parties will use all reasonable and commercial efforts to accomplish their legal responsibilities under the terms of the agreement.
- C. CUSTOMER will be responsible for any contractual relationship with third parties



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and for ensuring that such third parties cooperate with Suitebriar.

D. Suitebriar will have no responsibility for the performance of other contractors or vendors engaged by CUSTOMER, or delays caused by them, in connection with the project, even if Suitebriar has been involved in selecting or recommending such other contractors or vendors. Suitebriar will use commercially reasonable efforts to promptly make CUSTOMER aware of any such contractor performance matters.

E. CUSTOMER will provide access to relevant documentation necessary for performing Project activities.

F. CUSTOMER shall be responsible for its use of the Services and any deliverables. Customer understands and agrees that CUSTOMER is responsible for determining whether any Services and deliverables provided by Suitebriar address CUSTOMER's requirements, comply with all laws and regulations applicable to CUSTOMER, and comply with CUSTOMER's applicable internal guidelines and any other agreements it has with third parties.

Confidentiality

Treatment of Confidential Information. During the Term and thereafter, neither Suitebriar nor CUSTOMER will use the other Party's Confidential Information for any purpose other than pursuant to the SOW. The receiving Party will also keep Confidential Information in strict confidence and take steps to prevent disclosure, publication or dissemination of Confidential Information that the receiving Party takes to protect its own, confidential or proprietary information of a similar nature, which steps will in no event be less than a reasonable standard of care for such information.

Limited Warranty and Limitation of Liability

Suitebriar warrants that it shall use commercially reasonable efforts to perform the Services in accordance with the requirements of this SOW subject to CUSTOMER's satisfaction of the above specified ASSUMPTIONS, which warranty shall expire thirty (30) days from the performance of such Services.

EXCEPT FOR THE WARRANTY SET FORTH IN THE PRECEDING PARAGRAPH, SUITEBRIAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES OR WORK PRODUCT PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE, AND SUITEBRIAR HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, SUITEBRIAR DISCLAIMS ANY WARRANTY THAT THE SERVICES OR WORK PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR DELIVERABLES WILL BE PROVIDED OR OPERATE UNINTERRUPTED OR ERROR-FREE.



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(a) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER FOR DAMAGES RESULTING FROM ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT WHETHER CAUSED BY FAILURE TO DELIVER, NONPERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE FEES PAYABLE TO SUITEBRIAR UNDER THIS SOW, AND (b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR TO ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT PROVIDED HEREUNDER OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF NON PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE BY A THIRD PARTY REGARDLESS OF WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

Applicable Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas. CUSTOMER and Suitebriar consent to the exclusive jurisdiction of the federal courts of the State of Texas for any legal action, suit or proceedings arising out of or in connection with this Agreement, and agree that any such action, suit, or proceeding may be brought only in such court. If a federal forum is not available, then the Parties may litigate in any State Court in Texas of competent jurisdiction located in the Hidalgo Texas Region.

SUITEBRIAR, INC.

DA Office of Hidalgo, TX

By: _____

By: Ramon Garcia

Name: Nick Connolly

Name: Ramon Garcia

Title: Principal

Title: County Judge

Date: _____

Date: 12/15/15

Due to the changing nature of the information provided within this SOW, this document must be executed within thirty days (30) days of the date of submission. Suitebriar will be pleased to update and resubmit this SOW upon request. By signing this SOW Customer also agrees to the the Google Apps Terms of the [Licensing Agreement](#).

APPROVED BY
COMMISSIONERS' COURT
ON: 12/15/15

Vendor: Suitebriar Inc.

Address: 2550 James Maury Drive, Herndon VA 20171

* T: (888) 5453685

* www.suitebriar.com

Agreement for: email data deployment services and 150 User Google Apps,
access licenses

Type of Service: Google Apps Licensing & Managed Deployment Statement of Work

Customer: DA Office of Hidalgo, TX.

Approval: Commissioners Court on December 15, 2015 (Agenda Item No. 52593/ 11.F)

Dated this 15th day of December, 2015

Attest:



Arturo Guajardo, Jr. County Clerk