APPENDIX C (STATEMENT OF WORK)

The proposed Statement of Work (SOW) is not a final version, and the information contained within the proposed SOW is solely based on the specifics of the RFQ received. As such, adjustments will be made based on the outcome of the Discovery workshops, and SBA and Flycast Partners will be required to agree on all adjustments/updates.



Statement of Work

Freshworks Freshservice (FS)

Presented to:

State Board of Administration of Florida



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Revision History

Date	Author	Description of Revision	Version
8/22/2022	Bart Damons	Document Creation	1.0
10/12/2022 Bart Damons		Updates/clarifications to various items after discussion with Customer	1.1

Review and Approval

Date	Name	Title	Version
8/26/2022	Robert Simmers	Director of Professional Services	1.0
10/13/2022	John Postorino	Chief Operations Officer	1.1



Customer Information

Company Name:

State Board of Administration of Florida

Point of Contact

Name:

Marissa Yeatman

Point of Contact

Email Address:

marissa.yeatman@sbafla.com

Point of Contact

Phone:

(850) 413-1165

Point of Contact Address:

1801 Hermitage Blvd

Point of Contact City, State, Zip:

Tallahassee, FL 32308

Flycast Partners Information

Sales Rep Name:

Reuben Kelly

Sales Rep Phone /

Email:

(727) 897-5438

reuben.kelly@flycastpartners.com

Sales Engineer Name:

Bart Damons

Engagement Information

Engagement Type:

Enablement

Quote #:

FCPQ7579

SaaS or OP:

SaaS

Product(s):

Product Name

Version

SOW Create Date:

8/22/2022

Freshworks

N/A

Resource Plan:

Time & Materials

Freshservice (FS)

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Purpose

This agreement, by and between Flycast Partners ("Flycast Partners" or "Flycast") and State Board of Administration of Florida ("Customer"), is a statement of work ("SOW") detailing the services ("Services") that Flycast Partners agrees to provide to Customer. Nothing outside of this SOW shall be considered binding. Any changes or additions to the SOW must be in writing, signed by all parties, and added as an addendum to this SOW.

Executive Summary

Customer has requested Flycast Partners to provide assistance implementing Freshservice. This will include the design and enablement implementation of the following Freshservice modules/functions:

- ☑ General Settings/User Management
- M Incident Management
- Onboarding
- Problem Management
- ☑ Release Management
- Asset/Configuration Management (CMDB)
- ☑ Knowledge Management
- App Integration (Microsoft Teams, Azure DevOps)

Time is also included for a discovery workshop to discuss options for populating the CMDB using various third-party apps. Placeholder time is included for configuring the integration (the actual level of effort will be determined after the conclusion of the discovery workshop).

Flycast Partners follows a rigorous project planning methodology that places a milestone at the end of each phase of the project. Not dependent upon phase (discover, design, development, deploy), Flycast Partners will review the contents of each phase with Customer and prior to moving to the subsequent phase, formal Customer approval is required. The purpose of each milestone is to ensure all work being executed is in accordance with Customer's needs/wants. This phase review approach by Flycast Partners will not be deviated from unless executive approval is provided.

The following matrix is a list of services that Flycast Partners agrees to provide:

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Overview

Service Description	Element	Days	Sub Totals
C	ore Components		
Provisioning			1.25
General Settings/User Management			
Design	Design Workshop	0.25	
Documentation	Documentation	0.25	
Configuration	Configuration	0.50	
UAT Remediation	UAT Assistance	0.25	
	Major Processes		1000
Incident Management			1.75
Incident Management Design	Design Workshop	0.50	
Incident Management Documentation	Documentation	0.50	
Incident Management Configuration	Configuration	0.50	
UAT Remediation	UAT Assistance	0.25	
0 0			
Service Request Management (+ Transf		4.00	2.50
Service Request Design	Design Workshop	1.00	
Service Request Documentation	Documentation	0.50	
Service Request Configuration	Configuration	0.75	
UAT Remediation	UAT Assistance	0.25	
Onboarding			1.75
Onboarding Design	Design Workshop	0.75	1.70
Onboarding Documentation	Documentation	0.25	
Onboarding Configuration	Configuration	0.50	
UAT Remediation	UAT Assistance	0.25	
Problem Management			1.25
Problem Management Design	Design Workshop	0.50	
Problem Management Documentation	Documentation	0.25	
Problem Management Configuration	Configuration	0.25	
UAT Remediation	UAT Assistance	0.25	
Change Management			2.50
Change Management Design	Design Workshop	1.00	2.50
Change Management Design Change Management Documentation	Configuration	0.50	
Change Management Configuration	Configuration	0.50	
UAT Remediation	UAT Assistance	0.75	
OAT Remediation	UAT ASSISTANCE	0.25	

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Release Management			1.
Release Management Design	Design Workshop	0.50	
Release Management Documentation	Documentation	0.25	
Release Management Configuration	Configuration	0.25	
UAT Remediation	UAT Assistance	0.25	
Asset Management (CMDB)			2.
Asset Management Design	Design Workshop	1.00	
Asset Management Documentation	Documentation	0.50	
Asset Management Configuration	Configuration	0.50	
UAT Remediation and Promotion	UAT Assistance	0.25	
Knowledge Management		1 - 1 - 1	1.
Knowledge Management Design	Design Workshop	0.25	
Knowledge Management Documentation	Documentation	0.25	
Knowledge Management Configuration	Configuration	0.25	
UAT Remediation	UAT Assistance	0.25	
	ntegrations		11 Y
Standard Integrations			1.
Connector Integrations (Teams, DevOps)	Integration	0.50	
ntegration Discovery Workshop	Design Workshop	1.00	
Freshs	ervice Consulting		last.
Freshservice Consultant Assistance			17.2
Consultant General Assistance	N/A	15.00	
reshservice Administrator Training	Training	0.25	
Agent/Technician Training	Training	1.00	
Go Live Assistance	N/A	1.00	
Engage	ment Management		
ngagement Management			
lycast Engagement Management	Engagement Management	Durati	on
The summary listed in the metric show		tal Days:	34.2
The summary listed in the matrix above lelivered, not necessarily the order of delive Customer's Flycast Engagement Manage Ticket Data Migration is not included in the Ticket Data Migration is not inclu	very. Actual scheduling will be r once all required paperwork	the responsibi	lity of the

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Engagement Details

General Settings/User Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review Customer's Freshservice general settings and user management. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Discuss Helpdesk Security.
 - Discuss Helpdesk rebranding (standard out-of-box design options).
 - Discuss Single Sign-On (SSO) and Multi-Factor Authentication (MFA) options and configuration.
 - Discuss Support Channels (standard out-of-box channels only portal, email, Chatbot, etc.).
 - o Discuss Business Hours (up to five (5)).
 - Review Email Notifications (up to five (5) standard out-of-box notifications only).
 - Discuss Groups (up to fifteen (15) Agent Groups and up to five (5) Requestor Groups).
 - o Discuss Roles (up to ten (10)).
 - Determine Service Account(s) to be used in all system functions, including any API work.
 - o Discuss custom fields for user data (up to five (5)).
 - o Discuss user import methods:
 - One-time import via CSV import or scheduled probe import.
 - Determine users to convert to Agents (up to twenty-five (25)).

Note: Customer is responsible for providing accurate data and remediation for user import.



General Settings/User Management - Design		
Required Resources	 ☒ Flycast Resource(s): Senior Consultant ☒ Customer Resource(s): ITSM Sponsor, Systems Administrator, Stakeholders 	
Customer Responsibility	 Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. 	
Flycast Responsibility	Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.	

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Incident Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review Customer's Incident Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Material Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Default Priority Matrix.
 - o Business Rules for form (up to five (5)).
 - o Customize form fields (up to ten (10) custom fields)).
 - o Service Level Agreements (SLA) (up to four (4)).
 - o Closure Rules.
 - Supervisor Rules (up to five (5)).
 - o Customer Survey (up to one (1)).
 - Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Templated items:
 - Canned Responses (up to five (5)).
 - Form Templates (up to five (5)).
 - Scenario Automations (up to five (5)).
 - Scheduler (up to five (5)).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Required Resources

- ☑ Flycast Resource(s): Senior Consultant
- Customer Resource(s): ITSM Sponsor; Process Owner;
 Systems Administrator

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Incident Management - [esign	
	Provide approved Business Requirement documental detailing Customer's Incident Management processes. The documents can include current policies, processes, and w instruction related to Customer's Incident Managem processes requirements.	ese /ork
Customer Responsibility	Coordinate engagement sponsor(s), stakeholder(s), and ot internal Customer resources and logistics for schedu activities as needed.	
	Ensure engagement sponsor(s), stakeholder(s), and ot internal Customer resources attend the Incident Managem planning session(s).	
	Plan, manage, and execute all internal communications vengagement sponsor(s), stakeholder(s), and other inter Customer resources.	
Flycast Responsibility	Flycast will work to complete as much of the Design Docum as time allows based on the feedback and recommendations the Planning session. This Design Document is the delivera for this engagement.	s of



Service Request Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Service Request Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Review Transfer and Termination workflows and required tasks.
- Plan and document the following items in the Design Document:
 - Customize form fields (up to five (5) custom fields per item).
 - Service Catalog:
 - Service Categories (up to ten (10)) and Items (up to twenty-five (25)).
 - Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

		Flycast Re	source(s): Seni	or Cons	sultant		
Required Resources	⊠	Customer	Resource(s):	ITSM	Sponsor;	Process	Owner;
		Systems A	dministrator				

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Service Request Manage	nent - Design
	Provide approved Business Requirement documentation detailing Customer's Service Request Management processes. These documents can include current policies, processes, and work instruction related to Customer's Service Request Management processes requirements.
Customer Responsibility	Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
	Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Service Request Management planning session(s).
	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.

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Onboarding - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Onboarding business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - o Onboarding form fields (up to ten (10) custom fields).
 - Onboarding Kits (up to three (3)).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Systems Administrator Provide approved Business Requirement documentation detailing Customer's Onboarding processes. These documents can include current policies, processes, and work instruction related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable			
Systems Administrator Provide approved Business Requirement documentation detailing Customer's Onboarding processes. These documents can include current policies, processes, and work instruction related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable		Ø	Flycast Resource(s): Senior Consultant
Provide approved Business Requirement documentation detailing Customer's Onboarding processes. These documents can include current policies, processes, and work instruction related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable	Required Resources	×	Customer Resource(s): ITSM Sponsor; Process Owner;
detailing Customer's Onboarding processes. These documents can include current policies, processes, and work instruction related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable			Systems Administrator
can include current policies, processes, and work instruction related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable		×	Provide approved Business Requirement documentation
related to Customer's Onboarding processes requirements. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable			detailing Customer's Onboarding processes. These documents
Customer Responsibility Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable			
internal Customer resources attend the Onboarding planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable			
session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources. Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable	Customer Responsibility	×	
engagement sponsor(s), stakeholder(s), and other internal Customer resources. Solution Flycast Responsibility Flycast Responsibility Elycast Responsibility Flycast Res			
as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable		Ø	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
the Planning session. This Design Document is the deliverable			Flycast will work to complete as much of the Design Document
the Planning session. This Design Document is the deliverable	Flycast Responsibility		as time allows based on the feedback and recommendations of
for this engagement			the Planning session. This Design Document is the deliverable
ioi and digagoritett.			for this engagement.

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Problem Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Problem Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process.
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Problem Management form fields (up to ten (10) custom fields).
 - Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Required Resources

- ☑ Flycast Resource(s): Senior Consultant
- Customer Resource(s): ITSM Sponsor; Process Owner; Systems
 Administrator



Problem Management	Design
Customer Responsibility	 Provide approved Business Requirement documentation detailing Customer's Problem Management processes. These documents can include current policies, processes, and work instruction related to Customer's Problem Management processes requirements. Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Problem Management planning session(s). Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Solution Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.



Change Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Change Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Change Management form fields (up to ten (10) custom fields).
 - Business Rules for Change Form (up to five (5)).
 - o Change Lifecycle (up to four (4) out-of-box).
 - Change Advisory Board (CAB) (up to four (4)).
 - o Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Required Resources	Customer Resource(s): ITSM Sponsor; Process Owner; Systems
	Administrator



Change Management - Design				
Customer Responsibility	Provide approved Business Requirement documentation detailing Customer's Change Management processes. These documents can include current policies, processes, and work instruction related to Customer's Change Management processes requirements.			
	Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.			
	Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Change Management planning session(s).			
	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.			
Flycast Responsibility	Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.			

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Release Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Release Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Release Management form fields (up to ten (10) custom fields)).
 - Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Required Resources

- ☑ Flycast Resource(s): Senior Consultant
- Customer Resource(s): ITSM Sponsor; Process Owner; Systems
 Administrator



Release Management - Design				
Customer Responsibility	 ☑ Provide approved Business Requirement documentation detailing Customer's Release Management processes. These documents can include current policies, processes, and work instruction related to Customer's Release Management processes requirements. ☑ Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. 			
	Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Release Management planning session(s).			
	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.			
Flycast Responsibility	Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.			



Asset Management - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review the Customer's Asset Management business requirements. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- ☑ Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Custom Asset fields (up to ten (10) custom fields):
 - Locations (up to sixty (60)).
 - Reports:
 - Out-of-box reports using existing or templated widgets (up to three (3)).
 - Customer-specific reports (up to two (2) with up to two (2) widgets per report).
 - Automations (up to four (4) with up to ten (10) nodes, limited to three (3) node types: Event, Condition, Action).
- Assist with Probe/Agent configuration (if applicable).

Note: Relationship types, asset relationships, Contracts, Software, Financial Management, Vendors, SaaS/Cloud Management, and Purchase Orders are considered out of scope.

	×	Flycast Re	source(s): Seni	or Cons	ultant		
Required Resources	X	Customer	Resource(s):	ITSM	Sponsor;	Process	Owner;
		Systems A	dministrator				

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Asset Management - De-	sign
	Provide approved Business Requirement documentation detailing Customer's Asset Management processes. These documents can include current policies, processes, and work instruction related to Customer's Asset Management processes requirements.
Customer Responsibility	Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
	Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Asset Management planning session(s).
	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.



Knowledge Management - Design

Project Phase: Design

Delivery Synopsis:

Flycast Partners Consultant will guide Customer through the Knowledge Management design process and assist with the creation of the Design Document. Flycast will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- M Kick-off meeting including formal personnel introductions.
- Review standard implementation process.
- Verify engagement objectives.
- Review and discuss current and future process(es).
- Discuss Critical Success Factors and Key Performance Indicators.
- Collect team input on action items, questions, and change items.
- Discuss priorities and sequencing to ensure work is completed in the allotted time.
- Plan and document the following items in the Design Document:
 - Knowledge article categories (up to five (5) with up to two (2) folders each).
 - o Folder visibility settings.
- Discuss connection points to other processes (Change/Incident/Service Request/Problem).

	Flycast Resource(s): Senior Consultant
Required Resources	☐ Customer Resource(s): ITSM Sponsor, Process Owner; Systems
	Administrator
	Provide approved Business Requirement documentation detailing
Customer Responsibility	Customer's Knowledge Management processes. These documents can include current policies, processes, and work instruction related to Customer's Knowledge Management processes requirements.
	Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
	Ensure engagement sponsor(s), stakeholder(s), and other internal Customer resources attend the Knowledge Management planning session(s).
	☑ Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.

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Knowledge Management - Design

Flycast Responsibility

Flycast will work to complete as much of the Design Document as time allows based on the feedback and recommendations of the Planning session. This Design Document is the deliverable for this engagement.

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Design Documentation

Project Phase: Documentation

Delivery Synopsis:

The purpose of this session is to document the system level configuration that has been designed in the prior Design Workshops into a final Design Document. Flycast will provide this information to Customer. Customer is responsible for owning and maintaining the Design Document moving forward.

Delivery Activities:

Work with Customer to finalize the Design Document.

Note: Customer approval of this documentation is required to move from this phase to the Configuration elements of this SOW. Flycast requires a milestone to be scheduled at the end of each phase. A meeting is held with Customer to review what has been completed and requires written approval prior to moving to the next phase. The Flycast Consultant will not move forward without written approval.

Required Resources	☑ Flycast Resource(s): Senior Consultant
	☑ Customer Resource(s): Systems Administrator
	Review and approve the Design Document.
Customer Responsibility	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Flycast will produce a Design Document as described above.



Freshservice Configuration

Project Phase: Configuration

Delivery Synopsis:

The purpose of this session is to configure the Freshservice environment as outlined in the prior design workshops and documented in the completed and signed Design Document.

Delivery Activities:

During this time the design solution, designed during the prior design workshops and documented in the Customer-approved documentation, will begin to be configured by Flycast. The following processes are in scope for this configuration:

- M General Settings/User Management
- ☑ Incident Management
- Service Request Management
- Onboarding
- Problem Management
- Change Management
- Release Management
- Asset/Configuration Management (CMDB)
- Knowledge Management

Note: The Design Document must be signed by Customer before the configuration can take place. Flycast requires a milestone to be scheduled at the end of each phase. A meeting will be held with Customer to review what has been completed and written approval prior to moving to the next phase is required. The Flycast Consultant will not move forward without written approval.

Required Resources	×	Flycast Resource(s): Senior Consultant
11040110011000	Ø	Customer Resource(s): Systems Administrator
	×	Plan, manage, and execute all internal communications with
		engagement sponsor(s), stakeholder(s), and other internal
Customer Responsibility		Customer resources.
	×	As per the Enablement methodology, Customer is responsible for
		completing the Freshservice configuration.
	[2]	Flycast will configure as much of the Freshservice system as listed
Flycast Responsibility		above and in the Design Document as time permits. Customer is
		responsible for any remaining configuration.

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UAT Remediation Assistance

Project Phase: UAT Remediation Assistance

Delivery Synopsis:

The purpose of user acceptance testing is for the Customer to validate the final Software configuration and all required functionality matches what was detailed in the design workshops before going live.

UAT Assistance is provided remotely unless otherwise identified/requested in the SOW.

Delivery Activities:

Assist the Customer in remediation of issues identified during the Customer-led UAT.

Note: Proper User Acceptance Testing is ultimately the responsibility of Customer. The Flycast Consultant can assist with some initial direction regarding how to plan for UAT and can be available to address issues when applicable.

The time allotted for UAT in this SOW is defined as Flycast Consultant EFFORT ONLY as opposed to total UAT DURATION. For example, your UAT period may last three weeks. During that time-period, the Flycast Consultant can provide assistance up to the total number of hours specified in the SOW.

	Flycast Resource(s): Senior Consultant
Required Resources	☑ Customer Resource(s): ITSM Sponsor; Process Owner; Systems
	Administrator; Agents; Customers
Customer Responsibility	Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for UAT remediation activities as needed.
	Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Flycast will work with Customer in the remediation of issues identified during the Customer-led UAT.



App Integration

Project Phase: General Assistance

Delivery Synopsis:

Flycast will work with Customer to install and configure Apps from the Freshservice Marketplace for the following products:

- Microsoft Teams
- M Azure DevOps

Note: Consultant will install and configure the apps only. This SOW does not allow for additional or advanced integration beyond what the out of the box (OOTB) connector provides.

☑ Flycast Resource(s): Senior Consultant		
Required Resources	☑ Customer Resource(s): ITSM Sponsor; Process Owner;	
	Application Owner(s), Systems Administrator(s)	
	☑ Coordinate engagement sponsor(s), stakeholder(s), and other	
Customer Responsibility	internal Customer resources and logistics for scheduled activities as needed.	
Flycast Responsibility	M Install and configure the connector(s) as described above.	

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Freshservice Integration Discovery Workshop

Project Phase: Discovery Workshop

Delivery Synopsis:

The purpose of this portion of the engagement is to conduct discovery workshops/design sessions for the following integrations:

Integrations with existing third-party applications for populating the CMDB with any device data that cannot be captured by the Freshservice Agent/Probe. Customer must provide existing CSV files used with the current BMC FootPrints integration for review during the discovery workshop for determining required fields and appropriate method of integration.

Delivery Activities:

Discovery Workshop(s) for determining the source(s) and method(s) for the integrations listed above.

Note: Discovery workshops will assess security, Application Programming Interface (API) functionality, and application features, and determine the possible solution(s) to integrate systems based on Customer requirements. Third-party application team(s) responsible for integration applications must participate in the discovery sessions.

Three (3) days of General Assistance time is included in this SOW as placeholder time for configuration of the integrations and assumes the use of basic Freshservice built-in workflow automation functionality. Actual level of effort will be determined after the conclusion of the discovery workshop. Additional time may be required based on the requirements gathered during the discovery workshop session(s).

Any custom script or code written during this engagement will be tested to work with the currently implemented version of Freshservice. This functionality is not guaranteed to work with any other version of Freshservice and may cease to function if Freshservice is upgraded. Flycast Partners will have no obligation to make the Customer script or code work with future releases of Freshservice unless set forth in this SOW.

Flycast Partners warrants any script or code written for thirty (30) days after the engagement is complete. Exceptions that void this warranty to the extent the failing part(s) is caused by:

- Product application upgrade/changes
- Customer modifies or makes any changes to any script or code; or
- Issue is due to an environmental change in Customer's environment.

Required Resources

- ☑ Flycast Resource(s): Senior Consultant
- Customer Resource(s): Systems Administrator(s), External Vendor/Application Resource(s), Process Owner(s)

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Freshservice Integration Discovery Workshop		
Customer Responsibility	 Ensure appropriate Customer and application resources attend all applicable workshops. Plan, manage, and execute all internal communications with 	
	engagement sponsor(s), stakeholder(s), and other internal Customer resources.	
Flycast Responsibility	Flycast will work with Customer and third-party application teams to determine the appropriate integration method and data source for populating the Freshservice CMDB.	

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Flycast Consultant - General Assistance

Project Phase: General Assistance

Delivery Synopsis:

Flycast will work with Customer as needed during this Freshservice engagement. Customer will define priorities and activities at the start of the engagement and will determine what training, design, or configuration topics will be covered.

The time allotted for this portion of the engagement includes the following:

- Three (3) days as placeholder time for configuration of the third-party integration(s). The actual time and deliverables required will be determined after the conclusion of the discovery workshop session(s).
- Two (2) days of General Assistance to be used for configuring Azure DevOps integration workflows with the remaining time to be used at the discretion of Customer (knowledge transfer on asset relationships, additional remediation time, spot-training, etc.).
- Ten (10) days of General Assistance to be used for post-production implementation support as needed.

Note: This engagement is a Time and Materials engagement. The intent and purpose of this engagement is to provide Customer access to Flycast's Consultant(s) for the time-period(s) indicated above, so Customer may improve or enhance the realization of their processes within the application's suite of tools.

		Flycast Resource(s): Senior Consultant
Required Resources	×	Customer Resource(s): ITSM Sponsor(s); Process Owner(s);
		Systems Administrator(s)
	×	Coordinate engagement sponsor(s), stakeholder(s), and other
Customer Responsibility		internal Customer resources and logistics for scheduled activities as needed.
Flycast Responsibility	Ø	<u>N/A</u>



Administrator Training	
Project Phase: Training	Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the O
Delivery Synopsis:	
The following tasks will oc	cour:
'	eatures and administrative interface. of modules configured during engagement.
Required Resources	 ☑ Flycast Resource(s): Senior Consultant ☑ Customer Resource(s): Systems Administrator(s)
Customer Responsibility	 Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. Plan, manage, and execute all internal communications with engagement sponsor(s), stakeholder(s), and other internal Customer resources.
Flycast Responsibility	Flycast will provide a product orientation to Customer's Freshservice administrators as described above.

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Freshservice Agent/Technician Training

Project Phase: General Assistance

Delivery Synopsis:

This time will be used to introduce Customer's Agents/Technicians to a new Freshservice system.

This time is typically split into multiple one to two (1-2) hour sessions focusing on covering how an agent would perform daily tasks with the new Freshservice system. Some examples might include creating new issues/tickets, updating and routing issues/tickets, etc.

The Flycast Consultant will work with Customer to set an appropriate agenda that fits in the appropriate timeframe.

Note: Flycast assumes the training agenda can be completed in one to two (1-2) hours. Flycast will not provide training material or documentation for these sessions. It is assumed that following along within the system itself is adequate for this engagement.

Required Resources	×	Flycast Resource(s): Senior Consultant Customer Resource(s): ITSM Sponsor(s); Process Owner(s);
Customer Responsibility	Ø	Systems Administrator(s) Coordinate engagement sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
Flycast Responsibility	Ø	Flycast will train Agents/Technicians as described above.



Complimentary End-User Orientation

Project Phase: UAT

Delivery Synopsis:

Flycast will provide review/Q&A sessions for end user training in Customer's environment, demonstrating day-to-day activities such as ticket submission, self-service portal use, etc. as a complimentary offering. Customer may record these sessions for future training purposes.

Delivery Activities:

Two (2) 30-minute review/Q&A sessions for end user training in Customer's environment.

	×	Flycast Resource(s): Senior Consultant
Required Resources	×	Customer Resource(s): ITSM Sponsor; Stakeholders; Process
		Owner(s); Systems Administrator(s); Agent(s), Customer(s)
Customer Responsibility		Plan, manage, and execute all internal communications with
		engagement sponsor(s), stakeholder(s), and other internal
		Customer resources.
Flycast Responsibility	×	Flycast will work with Customer to provide complimentary end
		user training as described above.

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Go-Live Support

Project Phase: Go-Live

Delivery Synopsis:

The purpose of this session is to assist the Customer with the "Go-Live" of their fully configured Freshservice environment. Flycast's Senior Consultant will work with Customer's Administration Team to address any technical issues that may arise during the operational transition.

Delivery Activities:

- Review the completed process(es) and identify issues that may arise due to the increased volume of tickets.
- Provide support and triage for technical issues that may arise.
- Provide best practice guidance/recommendations based on Customer feedback from the implemented process(es).
- Provide recommendations for the next phase in Customer's environment, if applicable.
- Facilitate transition from engagement/project to the appropriate technical support staff.

Required Resources		Flycast Resource(s): Senior Consultant		
		Customer Resource(s): ITSM Sponsor; Stakeholders; Proc		
		Owner(s); Systems Administrator; Agents, Customers		
	Ø	Coordinate engagement sponsor(s), stakeholder(s), and other		
		internal Customer resources and logistics for go-live activities as		
Customer Responsibility		needed.		
	×	Plan, manage, and execute all internal communications with		
		engagement sponsor(s), stakeholder(s), and other internal		
		Customer resources.		
	X	Flycast will work with Customer to transition their environment to		
Flycast Responsibility		production. This is a time and materials engagement with no		
		specific deliverable.		



Engagement Management

Project Phase: Plan

Delivery Synopsis:

In addition to the services defined within the Engagement Scheduling section of this SOW, Flycast will provide a remote Engagement Manager to assist Customer. These hours are delivered over the course of the Engagement.

Additional services provided by Engagement Management:

- Oversee successful execution of multi-phase, multi-dimensional, and multi-resource (small to enterprise level) engagements.
- Manage potential risks and remediate as required.

Delivery Activities:

- General Communication: This consists of the general communication (e.g., email and phone calls) as needed for the project delivery to Customer.
- Project Work Plan (If needed): This will consist of tasks to be completed and is broken down by Phase, Summary Tasks, and Sub Tasks. It will show a visual representation of percentage of task completion, and scheduled start and end dates relative to project Summary Tasks. The Project Work Plan will be provided before the start of the Engagement and updated accordingly throughout the Engagement. Note: Flycast utilizes SmartSheets as the source for Project Plan documentation.
- Status Report: The Status Report will outline tasks and phases completed, tasks scheduled to be completed, and list obstacles and/or roadblocks to be completed. The Status Report will be provided by the Engagement Manager at a time agreed upon by both Flycast and Customer (up to one (1) per week).
- Action / Issues Log: Identifies risks surrounding the successful completion of Engagements and solution mitigation. The Action / Issues Log will be provided prior to the start of an Engagement. Risks identified by the Consultant after the Engagement has started will be addressed with Customer directly and documented in the Status Report.
- Status Calls: The Engagement Manager will facilitate up to one (1) checkpoint call per week. A meeting will be held with the Project Team, Stakeholders, and Customer upon project completion to discuss the Status Report and to answer Customer questions.

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Engagement Manageme	ent					
Required Resources	⊠ Flycast Resource(s): Engagement Manager Customer Resource(s): Sponsor(s), Process Owner(s), and Systems Administrator(s)					
Customer Responsibility	Coordinate internal Customer resources and logistics scheduled activities. Assist with the development of the Project Work Plan, Monitori and Engagement project reporting. Coordinate with Engagement Sponsor(s), Stakeholder(s), a Customer Resources for logistical scheduled activities needed. Plan, manage, and execute all internal communications we Engagement Sponsor(s), Stakeholder(s), and Custom Resources.					
Flycast Responsibility	⊠ Flycast will work with Customer to complete the following deliverables: ○ Project Work Plan ○ Status Report ○ Actions / Issues Log					

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Assumptions and Exclusions

Work Schedule

- All work will be performed between normal business hours excluding public holidays in the time zone of the location where the work is being delivered:
 - If the work needs to be completed in the evenings or on the weekends, then the work will be completed using the standard rate of time and a half.
 - The exact delivery time will be agreed upon during the pre-call or sooner.

Minimum Delivery Blocks

- Onsite: If work is to be performed onsite, it is assumed that work will be delivered in minimum continuous blocks of eight (8) hours with a minimum engagement length of three (3) contiguous days.
- Remote: If work is to be performed remotely, it is assumed that work will be delivered in minimum continuous blocks of four (4) hours:
 - Remote engagements must start no later than fifteen (15) minutes from the predetermined start time and end no later than fifteen (15) minutes after the predetermined end time. Flycast's Consultant will be under no obligation to make up time lost if Customer is late to join the remote session or if Customer fails to join the session at all.
- Onsite & Remote: If the Flycast Consultant is available to deliver content, Customer will be billed for the full scheduled block of time, even if for whatever reason, Customer resources are unable to participate, or if Customer terminates the session early.
- Onsite & Remote: If for some reason the workday is shortened by a representative of Flycast, Customer will only be billed for the actual amount of time delivered. Remaining time will be put on account for Customer to use at a future date.

Miscellaneous Assumptions

- Any specification, integration, or customization requests not captured in this SOW will not be in scope of the project.
- Mewer models of hardware or versions of software becoming available during the course of the engagement will not be in the scope of this project.
- All business systems are healthy and require no remediation. Therefore, unless explicitly stated, the following scenarios are not in the scope of this project:
 - Resolutions of problems arising from Customer's technology environment(s) (e.g., hardware failures, security, network issues, etc.).
 - o Resolutions of problems arising from any third-party software.
 - Implementation of any required changes or optimizations to the production environment(s) where such changes are not specifically detailed in this SOW.



- No active support cases exist related to any products or dependent business systems being implemented in this project.
- Customer will perform the necessary tasks and responsibilities as described in the Customer Responsibilities section of this SOW.
- If, during the course of the engagement, a product-related issue or bug is encountered that does not impair the delivery of the defined scope of work and the Flycast Partners consultant cannot quickly resolve it, Customer will work with Support to resolve it outside of the engagement.
- Unless otherwise specified all configurations will leverage OOTB features and functionality. Customization of the software including scripting or API programming is out of scope.
- Consulting days are valid for a period of one (1) year from the time of purchase and shall be planned with a minimum four (4) week notice to allow resourcing of Flycast Consultants.
- Customizations are the responsibility of Customer and must be maintained by Customer. Flycast Partners does not take ownership of any customized code whether generated by Customer or Flycast Consulting Services. Serious consideration should be given to all customizations since it will require additional work during future migration or upgrade processes for new product versions.

Risks

The following section describes risks that should be considered throughout this project.

Please note the occurrences of risks outlined below can affect the scope and timeliness of the project and ultimately impact cost.



Risk	Probability	Impact	Impact To	Risk Response
Access to key Customer project resources and/or operational staff	Medium	High	Schedule Cost Quality	Project sponsor will communicate schedule and expectations and responsibilities to all project resources.
Scope changes	Low	High	Schedule Cost Quality	Follow Change Request process.
Software Failure	Low	High	Schedule Cost	Customer and/or Flycast will engage vendor support as required.
Project schedule changes	Low	High	Resource Availability Schedule Cost	Follow Change Request process. Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Resource transitions	Low	High	Schedule Cost Quality	Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Non-project related timing delays such as operational requirements, vacation, training or medical	Low	High	Resource Availability Schedule Cost Quality	Clearly define the availability of internal Customer resources and communicate/define their roles in the project. Assign secondary resources to assist should the primary resource not be available.
Incomplete transition to Operations	Low	High	Schedule Cost Quality	Identify Operational Enablement requirements early in the project. Incorporate operational prerequisites into the project plan. Keep communication channels open with Operations to ensure smooth transition.



Engagement Scheduling

Customer will be assigned an Engagement Manager for this Service Engagement. If purchased, additional Engagement Manager Services will be listed in the Engagement Details section of this SOW. The Flycast Engagement Manager will be responsible for the following:

- Secure Flycast technical resources pertinent to each engagement phase.
- Work with Customer's point of contact or project manager to schedule engagement.

Customers should reach out to their Sales Representative for pricing if additional Engagement Management services (Project Plans, Status Calls, etc.) are needed and not already included in the Engagement Details section of this SOW.

Customer Responsibilities

In order to meet the objectives of this SOW, please review the following requirements as they apply to your engagement:

- © Customer personnel, hardware, software, and network resources referenced in this SOW will remain available and consistent. Changes or unplanned delays due to necessary resources that are unavailable may affect the estimated schedule and cost.
- Solution Fully comply with the latest hardware and software requirements.
- If the production environment is to be used, it is Customer's responsibility to notify internal stakeholders of the possibility of unplanned downtime.
- Customer is responsible for scheduling the appropriate resources for the planning and training sessions. Flycast can assist with this prior to the engagement starting.
- If portions of this engagement are conducted onsite Flycast will require a meeting room with projector and internet access.
- If necessary, Customer will provision Flycast Consultant with appropriate access based on Corporate Security policy (VPN access, Remote access, etc.).
- Provide timely response to requested information, including pre-visit information.
- Flycast Partners follows a rigorous project planning methodology which places a milestone at the end of each phase of the project. Not dependent upon phase (discover, design, development, deploy), Flycast Partners will review the contents of each phase with Customer and written approval prior to moving to the subsequent phase is required. The purpose of each milestone is to ensure all work being executed is in accordance with Customer's needs/wants. This phase review approach by Flycast Partners will not be deviated from unless executive approval is provided.



Flycast Responsibilities

In order to meet the objectives of this SOW, please review the following requirements as they apply to your engagement:

- Flycast will provide subject matter experts who are suitably skilled to deliver the services as described within this SOW.
- Solution Solution
- Flycast will broker/mediate all interactions with Customer in good faith.

Change Control

Flycast will, within reason, modify deliverables at Customer's request and focus efforts on the item(s) that Customer deems critical. In doing so, Customer acknowledges that such changes may affect the delivery of other deliverables.

To control changes to the SOW and changes to any previously approved deliverables, the following process will be used:

- All Project Change Requests (PCRs) will be submitted in writing. They will describe the change and include whatever rationale and/or estimated effect the change will have on the SOW.
- Customer's Project Manager and Flycast's Engagement Manager will weigh the merits of the proposed change and approve it for investigation or reject it.
- Approved changes will be incorporated into the SOW through written change authorizations (change orders), as appropriate.
- Any changes agreed upon by both parties will be facilitated by this process.
- Customer is responsible for all penalties and charges resulting from changes to travel plans associated with the requested schedule change.



Cancellation Policy

Hours cancelled or rescheduled	Billable Costs			
fifteen (15) business days or more prior to the scheduled engagement dates.	Billed at 0% of time and materials cost. In addition, actual cost of all non-refundable or change fees incurred for engagement travel expenses.			
six (6) to fourteen (14) business days prior to the scheduled engagement dates.	Billed at 50% of time and materials cost. In addition, actual cost of all non-refundable or change fees incurred for engagement travel expenses.			
Less than six (6) business days prior to the scheduled engagement dates.	Billed at 100% of time and materials cost In addition, actual cost of all non-refundable or change fees incurred for engagement travel expenses.			

Payment Terms

This SOW reflects a time and materials engagement.

Flycast will provide monthly invoices for Services incurred during the previous month:

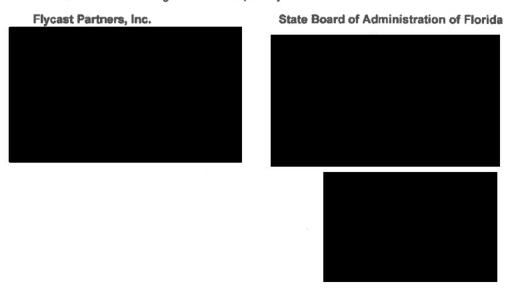
- All Invoices shall include the appropriate purchase order number provided by Customer.
- A day of Services is defined to eight (8) working hours per resource.
- For both onsite and remote engagements billable hours will be recorded in half day or full day increments.
- Customer will have fifteen (15) days to dispute invoiced Services in writing.
- Invoices are payable by Customer thirty (30) days from date of Invoice receipt.
- All travel & expense will be billed separately and are not included in the proposed costs depicted in this SOW.



Statement of Work Approval

The signatures below indicate that Flycast and Customer agree to the terms and intend to be bound by this SOW. This signed SOW constitutes authorization for Flycast to perform the Services and issue invoices. Any additional or conflicting terms of Customer's purchase order, if any, are hereby rejected by Flycast. The previous sentence excludes any Terms and Conditions included in the State Board of Administration Acknowledgments and/or Data Security Addendum and any SBA Purchase Order issued to implement this SOW or the associated Quote FCPQ7579.

This Statement of Work is agreed and accepted by:



ACKNOWLEDGEMENT

by Freshworks Inc. of Laws and Regulations which the State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the Sign-Up Terms and Conditions or other referenced Terms or conditions the following apply to the Sate Board of Administration of Florida as an entity of the State of Florida.

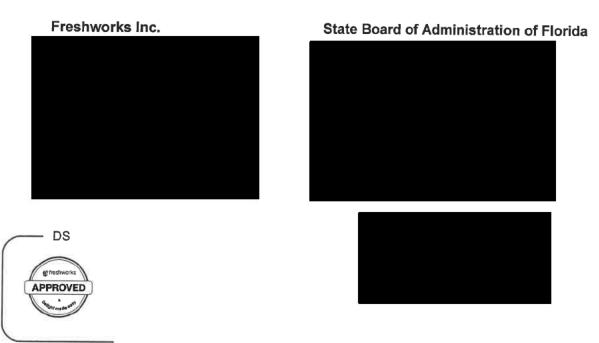
- 1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. Se section of 10 of the Terms & Conditions posted to the Sign-Up Page and Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration see section 11 (k) of the Terms & Conditions posted to the Sign-Up Page.) See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to the sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.
- 2. Notwithstanding any provision in any agreement between the parties, Freshworks Inc. acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.
- 3. IF FRESHWORKS INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA POST OFFICE BOX 13300 TALLAHASSEE, FLORIDA 32317-3300 (850) 488-4406 SBAContracts_DL@sbafla.com

- 4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Freshworks Inc.** hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.
- 5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. **Freshworks Inc.** acknowledges that SBA is subject to and **Freshworks Inc.** agrees to comply with Section 448.095, Florida Statutes, as

amended from time to time, to the extent applicable.

- 6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.
- 7. The SBA does not agree to section 11 (d) Publicity of the Terms & Conditions posted to the Sign-Up Page.



This Data Security Addendum (this "Addendum") is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the "SBA") and Flycast Partners (the "Contractor") and is hereby incorporated into and made a part of the contract dated December 07, 2022, (the "Contract") by and between the SBA and the Contractor.

- 1. <u>Data Security</u>; <u>SBA Data</u>. The Contractor shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard. The Contractor shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. For purposes of this Addendum, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
- Nondisclosure. SBA Data shall be considered confidential and proprietary information to the
 extent permitted by Florida or other applicable law. The Contractor shall hold SBA Data in
 confidence and shall not disclose SBA Data to any person or entity except as authorized by the
 SBA or as required by law.
- 3. Loss or Breach of Data. In the event a loss (including destruction) or breach of SBA Data in Contractor's possession is confirmed or suspected, the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the SBA), in addition to any other damages the SBA may be entitled to by law or the Contract. The Contractor will also reimburse the SBA for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
- 4. <u>Security Audits</u>. If SBA Data will reside in the Contractor's system, the SBA may conduct, or may request the Contractor to conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which SBA Data resides. If the term of the Contract is less than a year long, the penetration test or security audit of the Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Contract.
- 5. <u>Data Protection</u>. No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized Contractor Representatives that have a legitimate business need. For purposes of this Addendum, "Contractor Representatives" means the Contractor's officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the SBA's information technology resources shall be submitted to the SBA's Support and Office Services ("Help Desk") staff. With the SBA's approval, Contractor

Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, the Contractor agrees to provide the Contractor Representatives a written copy of the SBA's Systems Use Agreement in the form provided by the SBA and attached as Exhibit I hereto (which may be amended by the SBA from time to time in the SBA's sole discretion upon providing notice to the Contractor) (the "Systems Use Agreement"). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor Representatives breach any of the terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

- Encryption. The Contractor shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
- 7. <u>Indemnification</u>. The Contractor agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to the Contractor's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Addendum or the Contract including, without limitation, any breach of the Systems Use Agreement as set forth in Section 5 herein.
- Specific security requirements. The Contractor shall not use SBA Data except as permitted by
 the Contract. The Contractor has established appropriate administrative, technical, and physical
 safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA
 Data.
- Back-ups. The Contractor shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
- 10. <u>Data Security Procedures</u>. The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Contract and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Contract or the SBA. The Contractor shall ensure that access to data and databases by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)
- 11. Ownership of Data. The Contractor shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. The Contractor will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA. SBA Data created by the Contractor, obtained by the Contractor from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.

- 12. <u>Background Checks</u>. The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
- 13. <u>Compliance</u>. The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).
- 14. Return / Destruction of SBA Data. The Contractor shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Contract, the Contractor will transfer SBA Data to the SBA (if so directed by the SBA) or, unless otherwise required by any applicable law, destroy all SBA Data possessed by the Contractor. The Contractor shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by the Contractor.
- 15. <u>Subcontractor/Agents</u>. The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract, and the Contractor shall execute a written agreement with each such Contractor Representative containing equivalent terms to this Addendum.

16. Right to Audit.

a. During the term of the Contract and for a period of five (5) years after the expiration or termination of the Contract, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Contract and/or the subject matter of the Contract (the "Records"). In the event such right is exercised and upon no less than five (5) business days' prior written notice by the SBA, the Contractor agrees to permit reasonable access to its premises and the Records during Contractor's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Contract and for a period of five (5) years after the expiration or termination of the Contract (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Contractor shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the five (5)-year access and/or retention periods described herein, then this Section 16 shall survive in its entirety until the conclusion of

such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 16 may include, without limitation, the Contractor's compliance with the terms of the Contract, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

- b. The Contractor shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 16 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA and/or its designees, and the Contractor shall provide a copy of all such responses to the SBA. The Contractor acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 16. However, in the event, the SBA and/or its designees conclude that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Contractor shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. The Contractor's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Contractor's additional reimbursement obligation hereunder.
- 17. <u>Public Records</u>. The Contractor acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("Chapter 119, Florida Statutes") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:
 - (a) Keep and maintain public records required by the SBA in order to perform the services under the Contract;
 - (b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law:
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the SBA; and

(d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in the Contractor's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA POST OFFICE BOX 13300 TALLAHASSEE, FLORIDA 32317-3300 (850) 488-4406 SBAContracts_DL@sbafla.com

- 18. <u>E-Verify</u>. Contactor shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Contractor acknowledges that SBA is subject to and Contractor agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.
- 19. Business Continuity Plan/Disaster Recovery. The Contractor has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Contract. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. Contractor shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.

- 20. Entire Agreement. This Addendum and any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Addendum by this reference, constitute and embody the entire agreement and understanding of the parties with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of the parties.
- 21. Governing Law: Venue. This Addendum shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Addendum shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.
- 22. <u>Counterparts</u>. This Addendum may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document.
- 23. <u>Survival</u>. This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Section 16 (Right to Audit) of this Addendum will survive any termination or expiration of the Contract and will continue in effect as provided therein.
- 24. <u>Travel.</u> Any travel expenses incurred by Flycast must be in compliance with the SBA Travel Policy 10-052 and s.112.061 Florida Statutes 2022.

IN WITNESS WHEREOF, each party has caused this Data Security Addendum to be executed by its respective duly authorized officer, as of December 7, 2022, (the "Effective Date").

SBA:

STATE BOARD OF ADMINISTRATION

FLYCAST PARTNERS

EXHIBIT I
SYSTEMS USE AGREEMENT
(attached)



3637 4th Street N, Ste 490 St Petersburg, FL 33704

Proposal

Date	Proposal#	Expires		
08/22/22	FCPQ7579	10/30/2022		

Prepa	ared For:				Ac	count Manag	er:
State Board of Administration of Florida Marissa Yeatman 1801 Hermitage Blvd Tallahassee, FL 32308		Phone: Terms: Ship via: Email:	Terms: Net 30 Ship via: Electronic Download		Reuben Keily Account Manager 727-897-5438 reuben.kelly@flycastpartners.com		
Line	Description			Qty	List Price	Unit Price	Ext. Price
1	Freshservice License - Enter	prise		40	\$1,308.00	\$1,177.20	\$47,088.00
	12 Month Term						
2	Flycast Partners Professional Services Daily Rate (8 Hours): Freshservice Based on a mutually agreeable SOW			24.25	\$2,295.00	\$1,800.00	\$43,650.00
3	Flycast Partners Professional Services Daily Rate (8 Hours): Freshservice 10 \$2, Based on a mutually agreeable SOW			\$2,295.00	\$1,800.00	\$18,000.00	
	To be used for post-preducti	on implement	ation support as needed				
uote in	US Funds. Taxes and expens	ses not include	ed and billed separately			Total	\$108,738.0

Thank you for this opportunity to submit our proposal, for your review. By signing this proposal or issuing a PO referencing this proposal, Customer acknowledges and represents that Flycast Partners, inc has a complete and final binding order(s) with Customer for the products listed on this proposal. Payment will be due within thirty (30) days of receipt of an invoice unless otherwise indicated.

Professional Services must be consumed by Customer within 1 year of order date. Fees paid for Support and/or Professional Services that Customer fails to utilize are not canociable or refundable.



09/09/22

IS

CONFIDENTIAL