



Converge Technology Solutions US, LLC

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# Statement of Work

for

Florida Housing Finance Corp

## Veeam Cloud Storage

January 17, 2024

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Offer is valid for ninety (90) days from the date shown above.



008205v4

## 1. SOW Revision History

Date	By	Description of Revision
9/14/2023	Greg Davis/Jocelyn Lee	SOW Creation
11/6/2023	Jocelyn Lee	SOW Updates
12/13/2023	Amanda Stucker/Jocelyn Lee	MSA Update
1/17/2024	Jocelyn Lee	Removal of Confidential Footer

## 2. Summary

Florida Housing Finance Corp (“Client”) has engaged Converge Technology Solutions US, LLC (“Converge”) to assist with creating an Azure Subscription, creating the necessary storage account configuration, and in configuring the existing Veeam server on site (the “Services”).

Upon completion, the Client will have an Azure subscription with a provisioned storage account to use for their Veeam offsite backups. Documentation of Azure configurations made will be provided in written format.

This SOW shall be governed by the terms and conditions of the Master Services Agreement which can be found in Exhibit A at the end of this SOW (the “Agreement”). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

## 3. Scope of Work

Converge will capture the Azure blob storage requirements of the Veeam backup application and provide the Client’s team with IP whitelisting requirements.

### 1. Application Requirements Discovery with Client

- a. Verify compatible version of Veeam with Client’s backup engineering staff, gather storage and networking requirements (to include sizing, retention, and IP whitelisting).
- b. Provision an Azure Subscription for Client

Next, Converge will provision the Azure environment as needed from the discovery in the previous section.

### 1. Azure Configuration

- a. Provision an Azure Subscription for Client and set up base management policies.
- b. Create required Resource group, userid(s), and Storage Account(s) for Veeam application’s use.
- c. Document environment as built.

Finally, Converge will conduct a walk-through with the Client’s backup administrator to demonstrate basic tasks for ongoing maintenance. This will include a live Q&A session followed by formal documentation and Client sign-off.

### 1. Client Walk-through and Project Completion

- a. Demonstration of high-level ongoing Azure maintenance tasks such as provisioning additional Azure Storage.
- b. Review of documentation with Client.
- c. Upon finishing the environment and documentation review, client will give written acknowledgement of completion of project.



008205v4

## 4. Deliverables

Documentation Deliverable	Description
Azure Subscription	New Azure Subscription, configured for the on-premises Veeam Backup tooling to use for cloud-based storage
Documentation	Written documentation of the environment as built.

Unless otherwise stated, any documentation deliverables shall be provided in electronic format.

## 5. Acceptance Procedure

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

## 6. Exclusions

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

- a) Azure configuration work beyond enabling and initially provisioning 'blob storage' is not included in this work (for example landing zones, Veeam installation with).
- b) Data wipe/erasure
- c) Hardware disposal
- d) Documentation outside any explicitly included within the Deliverables section herein
- e) Configuration, upgrades, or troubleshooting of third-party applications
- f) Network and/or firewall configuration

## 7. Client Responsibilities

Client shall be responsible for:

- a) Any networking changes required in the Client's infrastructure to allow connectivity to the Azure public IP endpoints for Blob storage ("IP Whitelisting") .
- b) Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
- c) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Converge to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- d) Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, and internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform the Converge engineer(s) of facility safety requirements.
- e) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- f) Providing user IDs and passwords to be used by Converge engineer(s), if required.



008205v4

- g) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Converge cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- h) Supplying power, network availability, and environmental requirements (e.g., rack space) prior to commencement of the Services.
- i) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- j) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- k) Compliance with all applicable laws, rules, and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- l) Fulfilling its obligations in this section at no charge to Converge.

## 8. Project Assumptions

- a) Converge will create the new Azure Subscription within Converge's Cloud Solutions Provider (CSP) program with Microsoft.
- b) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a Purchase Order ("PO"), if required, to Converge.
- c) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00 am-5:00 pm in Client's time zone, excluding nationally observed holidays.
- d) Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
- e) Services may be performed remotely, where applicable and appropriate. Any onsite work shall be performed at Client's location(s).
- f) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment Converge provides to its own engineers.
- g) Converge engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
- h) Converge reserves the right to use its affiliates and subcontractors in any role within this SOW as it may deem appropriate, and Client hereby consents to such use. However, Converge shall remain fully responsible for the acts and omissions of any affiliates and subcontractors it retains hereunder.
- i) If task assignment requires Converge to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Converge cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Converge be liable for any defects, incompatibility, or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
- j) Any effort associated with implementing changes to Converge's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

## 9. Protected Information Disclosure

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

## 10. Security Systems Disclosure



008205v4

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

## 11. Pricing and Payment Terms

**Fixed Price:** Client is invoiced a fixed fee inclusive of expenses for the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Converge upon completion of the milestones reflected below. Net payment term is thirty (30) days.

Services Description	Price
Veeam Cloud Storage	\$1,980.00
<b>Services Total</b>	<b>\$1,980.00</b>

Client shall be invoiced in accordance with the following milestones:

Milestone	Amount
Upon Project Completion	100%

## 12. Project Change Procedure

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

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

## 13. Term and Termination

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

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



008205v4

### 14. Acceptance

This SOW and any PCRs, shall upon execution by both parties below, together with the Agreement, constitute the complete and exclusive understanding between Converge and Client with respect to the Services described herein. Converge hereby expressly rejects all additional or different terms, including but not limited to those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Converge herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Converge reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

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

**Converge Technology Solutions US, LLC**  
130 Technology Parkway  
Peachtree Corners, GA 30092

**Florida Housing Finance Corp**  
227 N Bronough St, Ste 5000  
Tallahassee, FL 32301

DocuSigned by:  
Signature: *Karen Smallwood*  
FD6598EB840A4D2...  
Name: Karen Smallwood  
Title: Director of Contracts  
Date: 2/6/2024

Signature: *[Handwritten Signature]*  
Name: *Angeliki G. Sellers*  
Title: *CFO*  
Date: *1/22/2024*  
PO Number: *N/A*

Please return all pages of the signed SOW to [contractscompliance@convergetp.com](mailto:contractscompliance@convergetp.com).