

This Statement of Work ("SOW") is by and between State of Indiana - IOT ("CLIENT") and Mainline Information Systems, Inc. ("MAINLINE"), and is subject to the terms and conditions of the Master Service Agreement MIS-S110218-SII (the "Agreement"). MAINLINE's ability to perform the Services and the pricing contained herein are contingent upon CLIENT complying with the additional provisions set forth in Attachment I, which are incorporated herein by reference and made a part hereof.

1. Services to be performed

- A. MAINLINE will provide CLIENT the Services described in the attached Exhibit A – Scope of Services on a best efforts basis up to the maximum effort authorized in Section 3, Fees below.
- B. Work is assumed to be performed remotely.
- C. Dependencies: MAINLINE's performance of this SOW depends on CLIENT's timely performance of certain responsibilities listed in Exhibit A. In the event CLIENT or CLIENT's vendor(s) fail to perform the CLIENT responsibilities in a timely manner, MAINLINE may charge CLIENT additional fees associated with schedule delays and the change control procedure may be invoked to adjust the delivery schedule and pricing.

2. Term of Service

- A. This SOW shall commence on a mutually agreeable date between MAINLINE and CLIENT based on resource availability.
- B. This SOW will expire twelve (12) months from date of the last party's signature below unless a PCR is executed.

3. Fees

MAINLINE has estimated the labor and expenses to complete the Services based on information available from the CLIENT. Final costs associated with performance may vary. If additional labor or expenses are required, MAINLINE will notify the CLIENT in writing and CLIENT may choose to either a) use the remaining budget to complete a subset of the scope prioritized by CLIENT, or b) issue a PCR approving an increase to the budget.

[REDACTED]

Pricing is valid for 180 days from the date set forth above and subject to applicable taxes.

4. Invoicing

- A. CLIENT shall pay MAINLINE fees for the Services on an hourly basis. The maximum number of hours that may be worked under this SOW is 5,110. Additional hours will require a PCR.
- B. CLIENT will be invoiced monthly for actual hours worked in accordance with the Timeline section of Exhibit A.
- C. Travel and living expenses are not applicable as all work is expected to be performed remotely. If onsite work is requested by the CLIENT, a PCR will be required and travel and living expenses will be invoiced for actual expenses per the terms of the Agreement.

5. Completion Criteria

Services as described in this SOW will be considered complete when the first of the following occurs:

- The SOW has expired, or
- The tasks/responsibilities specified in Exhibit A are provided, or

- The total labor hours specified in this SOW or in any subsequent PCR authorized by MAINLINE and CLIENT are expended, or
- The project is terminated under the applicable provisions of the Agreement.

MAINLINE will issue a completion report when the Services described herein, or in any subsequent PCR, have concluded and any of the completion criteria, if included in this SOW, has been met. Final invoicing and close-out of the project will occur five (5) business days after the completion report has been delivered unless CLIENT notifies MAINLINE, in writing, of any concerns associated with the close-out of the project.

6. Data Security

- A. CLIENT warrants and represents that CLIENT shall not provide MAINLINE with access to any personal data subject to protection under the General Data Protection Regulation 2016/679 ("GDPR"). CLIENT acknowledges and agrees that no processing of personal data of European Economic Area data subjects is required for this SOW.
- B. CLIENT is responsible for the overall security, content, and integrity of the information technology infrastructure including servers, databases, and backups and ensuring compliance with applicable regulatory requirements. CLIENT is also responsible for the access and security controls, backup and recovery procedures, and security procedures necessary to safeguard the integrity and content of databases and systems and prevent unauthorized access.

7. Additional Terms

The following terms apply to these Services and shall prevail over any conflicting terms or provisions in Exhibit A:

- A. In the event remote access is required to deliver the Services described herein, CLIENT agrees to provide VPN access to MAINLINE staff for all such remote work. If CLIENT is not able to provide VPN access as a method of remote connectivity, CLIENT will be required to execute a PCR to document the method of remote connectivity and account for additional time and costs necessary to complete the Service tasks.
- B. CLIENT agrees and acknowledges that MAINLINE may subcontract a Service, or any part of it, MAINLINE provides to CLIENT to subcontractors selected by MAINLINE.
- C. It is understood that MAINLINE will leverage the use of VPMA Cloud Dashboard ("Portal") for the duration of this project. CLIENT acknowledges and agrees that, unless otherwise instructed by the CLIENT, information provided by CLIENT for purposes of performing the Services described herein will be purged from the Portal upon completion of the engagement.
- D. MAINLINE is working diligently to accommodate customers during the business interruptions caused by the Coronavirus Disease 2019 ("COVID-19"). In the event MAINLINE's ability to deliver Services is negatively impacted due to COVID-19, MAINLINE will provide prompt written notice to the CLIENT contact. In such event, Services may need to be suspended or postponed until travel restrictions are lifted and normal business operations resume.
- E. WARRANTIES: EXCEPT AS PROVIDED IN CONTRACT ADDENDUM 25605 OR PURSUANT TO THIS STATEMENT OF WORK / WORK ORDER, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THOSE SERVICES PROVIDED HEREUNDER. FURTHER, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, SOFTWARE, INFORMATION OR MATERIALS ASSOCIATED WITH ANY SOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, ERROR-FREE SERVICE, UNINTERRUPTED SERVICE, NON-INFRINGEMENT, TITLE AND NON-INTERFERENCE.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANY PROVISION OF CONTRACT ADDENDUM 25605 TO THE CONTRARY, ANY LOSSES OR DAMAGES AS A RESULT OF PERFORMANCE UNDER THIS STATEMENT OF WORK / WORK ORDER SHALL BE LIMITED TO THE LESSER OF (1) THE TOTAL SUM THUS FAR PAID, WITH RESPECT TO THIS



STATEMENT OF WORK

MSR: 45085-05052022

PARTICULAR STATEMENT OF WORK /WORK ORDER WHICH, UNDER CONTRACT ADDENDUM 25605, GAVE RISE TO THE LOSSES OR DAMAGES, (2) THE ACTUAL DAMAGES SUSTAINED, OR (3) ONE HUNDRED THOUSAND DOLLARS (\$100,000).

IN WITNESS HEREOF, CLIENT and MAINLINE have caused this SOW to be executed by their duly authorized signatories.

State of Indiana - IOT

Mainline Information Systems, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Return Entire Document (All Pages) to:	Presented by:
Services Contracts Administrator MAINLINE INFORMATION SYSTEMS, INC. 1700 Summit Lake Drive Tallahassee, FL 32317 EMAIL: services@mainline.com	Tony Ng tony.ng@mainline.com (513) 779-9979 Prepared by: Kathleen Westfall

PROPRIETARY & CONFIDENTIAL

MAINLINE INFORMATION SYSTEMS, INC.

1700 Summit Lake Drive, Tallahassee, Florida 32317

(V2 – 6.8.21)

Exhibit A

Background/Overview

CLIENT has purchased BMC Control-M Workload Automation and requested Subject Matter Expert (“SME”) assistance from MAINLINE to implement the solution and convert from CA7. CLIENT presently runs approximately forty-five thousand (45,000) distributed jobs being initiated from CA7. MAINLINE will convert the distributed jobs from the legacy scheduler (CA7) to BMC Control-M for distributed systems.

CLIENT will eventually be decommissioning their CA7 OS390 environment. This SOW and associated documentation are based upon there being NO cross-platform scheduling between the new Control-M distributed environment and CLIENT’s legacy CA7 mainframe schedule. All CA (Broadcom) mainframe products aside from the distributed scheduling aspect will remain status quo and will not be converted or replaced by BMC product.

MAINLINE understands that the key requirements for this project are to:

- Design install & configure a Control-M environment.
- Develop Project Migration Plan
- Define Control-M site standards and enhance business processes.
- Provide enhancements to each batch flow to fully utilize the innovative features of BMC Control-M.
- Convert upwards of up to forty-five thousand (45,000) CA7 Distributed Jobs

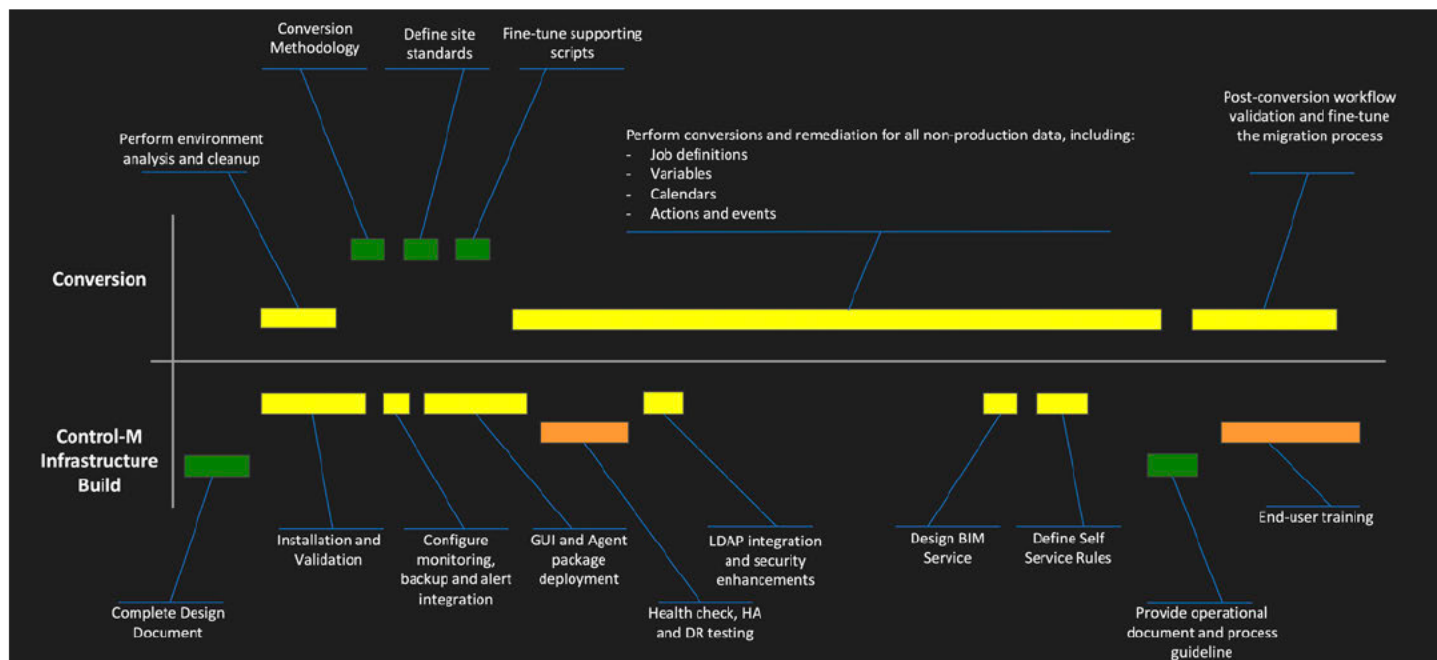
In addition to the above, MAINLINE will also provide general recommendations that aim to improve the stability and availability of CLIENT’s Control-M environment throughout the project.

Timeline

The engagement will be approximately nine (9) to twelve (12) months from the onset. Typically, after the solution design session there is a break for the CLIENT to build the required Virtual Machines (“VM”) or physical machines. Aside from that break, there will be no stoppage unless requested by the CLIENT. If there are freezes or resource availability constraints, MAINLINE will continue to work on the converted job remediations in the background.

The MAINLINE dashboard is usually how MAINLINE determines which groups of jobs are bundled together but is not the only determining factor. Once the wave (groups of jobs) is migrated, the CLIENT applications owners then use the MAINLINE dashboard to do validation. The migration team (MAINLINE / CLIENT) will need to determine a suitable period for the CLIENT to do job remediation dependent upon how many jobs are in each wave. The MAINLINE team cannot get too far ahead on conversions as the CLIENT needs to remediate in a timely manner.

If the CLIENT job validation takes too much time before moving from the legacy scheduler to the target scheduler, the jobs may need to be reconverted as there could possibly be many changes in the legacy scheduler being done during the wave migration and remediation phase. Unless the CLIENT does a freeze or makes updates in multiple schedulers (Legacy & Target) this can become problematic, so MAINLINE will need to find a cadence that suites all parties. This is usually determined in the initial wave migrations on how long the remediation takes. It’s dependent on the size of the wave as well as the number of application owners that may be involved in the remediation phase.



Pre-Requisites

CLIENT will provide the following materials to facilitate completion of the assigned work:

Materials/resources to be supplied	Target Date
Documentation that contains detailed information about the current Control-M environment	1st day of the engagement
Access to the current Control-M environment via VPN or WebEx (application access, database access and OS level access)	1st day of the engagement
Physical/virtual machine provisioning, storage allocation, OS, and database installation/configuration for the new Control-M hosts	After the design is finalized
Availability of and infrastructure technical SMEs	Throughout the project
Availability of application owners and developers	Throughout the project

Scope of Services

Phase 1 – Design Workshop and Installations

- Conduct design workshop, prepare Control-M Infrastructure Design Document & Conversion Migration Project Plan
- Base Infrastructure Installations
- Base infrastructure compatibility verification and acceptance
- Package and rollout Control-M/Agents (Windows)

- Define and configure Control-M site standards for:
 - Job hierarchy (Control-M Application/Sub-Application/Folders)
 - Job naming standards (length, prefix, and suffix)
 - Host Group and connection profile naming standards

Phase 2 –Project Plan Review, Discovery, Additional Requirement Gathering (where applicable) and Project Preparation

- Produce job migration Project Plan. Conduct Workshop to review and finalize the plan. Make suggestions for changes and updates to the benefit of the overall initiative.
- Review of current job environments to include types of Jobs, complexities and any/dependencies ensuring that all job types and complexities are considered.
- When required, participate in any additional Workshops with job owners and application teams. This might include interfacing with other CLIENT vendors and partners.
- Validate planning readiness such as asset provisioning, VPN, ID setup, access, and authorization.
- Understand all existing processes and the existing ITIL framework. Perform risk assessment and document any potential impact to the migration activity.
- Evaluation of applicable supporting scripts and mapping rules for the workflow conversion during the migration.
- Related testing with sample jobs in CLIENT lab environment together with CLIENT Engineering team.
- Utilize MAINLINE dashboard for determining job group (waves)

Phase 3 – Pre-Migration

- Overall recommendation to ensure the migration Project Plan includes ‘things-to-consider,’ industry and product best practices, lessons learned from prior experiences, and, where applicable, any new or recent product features to support the migration.
- Provide guidance and best project/program or operational practices to CLIENT for the new Control-M environment. Create continuous improvement input into the overall Technical Solution.
- Provide scripting and automation techniques based on the feasibility/applicability work to enable a faster execution and efficiencies around the migration effort.
- Evaluation of automation possibilities and related product features feasibility/applicability before and during the migration.
- Evaluation of applicable supporting scripts and mapping rules for the workflow conversion before and during the migration.
- Finalize job conversion scripts and database (“DB”) queries.
- Assist CLIENT to communicate with job owners based on T-minus communication plan. Confirm migration schedules with job owner. Update tracking database as applicable.
- Configure Control-M as required – connections (See Product Installation List in Appendix A)
- Provide advisory technical level guidance for the migration effort and to CLIENT project team, CLIENT Architects and management team where appropriate.
- Finalize testing plan.
- Validate and finalize the job conversion plan.
- Finalize go-live run book.
- Finalize naming standards.

Phase 4 - Jobs Migration

- Execute automated conversion of jobs from CA7 to Control-M for all regions as per the Project Plan in conjunction with Business Unit's ("BU") and End Users.
- Validation of jobs to be migrated with the Application/BU/End Users/job owners and set expectations for the steps that will be executed.
- Run the Configured Jobs in Control-M with the job status set to Dummy to ensure that the workflow is proper in Pre-Prod Environment.
- Perform migration or wave cutover on the scheduled date/day as proposed by CLIENT Engineering team, or from the Project Plan or calendar function.
- Validation of converted jobs, fix any partial/problematic converted jobs until resolved.
- Run the Jobs to ensure that scripts are being triggered as intended when they are run manually
- Input into any CLIENT or BU "Go or No-Go" decision making to ensure that all relevant conversion/migration data points have been shared, prior to final decision making.
- Work with CLIENT to roll back in case of "No-Go" decision due to any Migration issues.
- Provide assistance during the calendar conversions.

Phase 5 – Handover & Signoff

- Support the "Go-Live" activities following CLIENT Project Plan "Go-Live" approach for each of the migration waves.
- Post Migration, MAINLINE will assist CLIENT to work with Application/BU/End Users/job owners and or Stakeholders to obtain their sign off for a successfully completed Control-M migration.
- Update tracking as applicable

Other Tasks or Services and Practices Considered In-Scope

- Provide suggestions to improve the quality, or level of automation at each phase of the migration process.
- Any specific consultation over artefacts such as HA setup, LDAP integration, User management (groups) in Control-M, Control-M GUI clients and Disaster Recovery.
- Meet with CLIENT Project team to review overall migration status against plan as required
- Work with CLIENT to identify issues that affect schedule and quality and take part in lessons learned to make the overall migration process more effective.
- Build mapping rules to promote jobs from lower environments to higher environments.

Project Management/Coordination

MAINLINE will assign a Project Manager ("PM") to work remotely with CLIENT's designated Point of Contact ("POC") to execute the project. MAINLINE PM is responsible for conducting or maintaining the following:

- Project schedule or task list,
- Resource coordination and scheduling,
- Risk and issues tracking,
- Status or issue resolution calls,
- Weekly status reports and updates,
- Documentation (or Deliverables if specified herein) preparation and delivery
- Administer requests to changes of Scope or Budget requiring a Project Change Request ("PCR").

The MAINLINE PM will serve as an escalation point for both parties to report any issues that could impact successful delivery of this SOW.

Assumptions, Constraints & CLIENT Responsibilities

Assumptions

- Work will be performed remotely
- All hardware and software related to this engagement are at current or supported maintenance levels.
- CLIENT will develop a sign off template and process that MAINLINE will utilize to obtain confirmation that a job, or a set of jobs, have been accepted as successfully completed by the Application/BU/End Users/job owners.
- CLIENT will work to the MAINLINE Project Plan and calendaring schedule. MAINLINE will communicate back to CLIENT Project Manager the status and the need to revise scheduling when Application/BU/End Users/job owners cancel migrations activities.
- The forty-five thousand (45,000) job migration is assuming approximately two thousand (2,000) Jobs per wave, which will depend on the applications and dependencies, but the goal is a minimum of five hundred (500) per wave

Constraints

- Availability of Application owner end users for remediation
- Jobs exceed the forty-five thousand (45,000) that have been initially scoped
- Unplanned freezes
- Availability of CLIENT System Administrators for installations
- Job bridges need to be built due to cross vendor scheduling requirements.
- Scope creep based upon further analysis once solution design sessions begin.

CLIENT Responsibilities

- Designate a person as the point-of-contact who will be the focal point for MAINLINE communications relative to this project and will have the authority to act on behalf of CLIENT in all matters regarding this project.
- Ensure Pre-Requisites are implemented per the requirements listed within this SOW and within the timeframe dictated by the Project Timeline as discussed during the kick-off call.

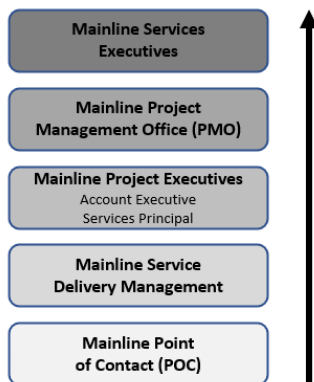
Failure of CLIENT to provide for any of the preceding requirements may invoke the Change Control Procedure and may result in additional time or cost requirements. CLIENT shall be liable for any delays to the delivery schedule specified in this SOW caused by the CLIENT, its vendor(s), or resulting from CLIENT's failure to fulfill any of its obligations. MAINLINE may charge CLIENT for any additional charges or losses incurred by MAINLINE as a result of such delays. MAINLINE may adjust the affected delivery schedule accordingly.

Attachment I

Change Control Procedure

- Changes to a SOW could result in corresponding changes to the price, schedule, responsibilities of parties, scope of Services, or other provisions of the project. Any such changes shall be documented via the Project Change Request Form ("PCR") (see Attachment). PCRs will adhere to the following procedure:
 - Either party may initiate a change by submitting a written request to the other party's designated point of contact ("POC").
 - The MAINLINE POC will be responsible for logging and tracking PCRs.
 - MAINLINE will review the requested change and evaluate any impacts on fees, delivery schedule, invoicing, performance, or other SOW factors or terms. Upon completion of such evaluation, the MAINLINE POC will prepare and forward a PCR to the CLIENT project team for review.
 - The CLIENT project team will review the PCR and confirm whether CLIENT agrees to the proposed changes documented in the PCR. MAINLINE is not obligated to perform any additional work or proceed with any requested changes until the parties mutually execute the PCR.
 - Upon mutual agreement of the proposed changes, the PCR will be finalized and signed by both parties.
- In the event the parties have mutually agreed on a change control procedure in the Agreement, such procedure shall prevail in the event of any conflicts with the foregoing.

MAINLINE's formal escalation process is diagrammed below:



CLIENT Responsibilities

- CLIENT is responsible for fulfilling the following responsibilities:
 - Assign an individual to act as the POC between MAINLINE and the CLIENT for the duration of this engagement. The CLIENT POC will:
 - Obtain and provide applicable information, data, decisions, and approvals as required by MAINLINE to perform the Services within two (2) business days of a MAINLINE request.
 - Assist in the development of installation and project plans as appropriate.
 - Provide access to and information for the systems required to fulfill this engagement.
 - Where applicable, ensure all necessary hardware is onsite and satisfy all environmental requirements prior to MAINLINE technical personnel's arrival.

- Where applicable, ensure that all hardware and software related to this engagement are at current or supported maintenance levels.
- Prior to making CLIENT facilities, software, hardware, networks or other similar resources available to MAINLINE, promptly obtain any licenses or approvals necessary for MAINLINE or its subcontractors to use, access, and/or modify such resources to the extent necessary for MAINLINE to perform the Services, including the development of any Work Product. MAINLINE will be relieved of its obligations to the extent CLIENT's failure to promptly obtain such licenses or approvals adversely affects MAINLINE's ability to perform its obligations. If a third party asserts a claim against MAINLINE as a result of CLIENT's failure to promptly obtain these licenses or approvals, CLIENT agrees to reimburse MAINLINE for any costs or damages that MAINLINE may reasonably incur in connect with such claim.
- Participate in meetings, as required, and ensure the completion of any CLIENT action items coming out of these meetings.
- Promptly execute project status reports, project completion reports, and approve PCRs related to this engagement.
- Promptly review and approve all deliverables and Work Product.
- Assign CLIENT resources, as appropriate, to work with MAINLINE throughout this engagement.
- Determine the priorities if multiple tasks are assigned to MAINLINE personnel.
- For onsite Services, provide an environmentally safe working environment, commensurate with the number of onsite MAINLINE consultants. The work area will include:
 - Computer workstations
 - Software/tools
 - Network access
 - Telephones
 - Desks
 - Other general office equipment (as provided to their own staff) as and when needed to facilitate project completion by MAINLINE personnel
 - Printing and reproduction facilities for project staff while working on CLIENT premises
 - All building and system access items, such as user ids and passwords, and access badges in a timely manner

Administrative Passwords Disclaimer

As a matter of security best practice, MAINLINE does not and will not maintain a record of any administrative passwords used in the engagement. CLIENT acknowledges sole responsibility for ongoing maintenance and record-keeping requirements for these accounts.

Sample Project Change Request (PCR) Form on following page.



STATEMENT OF WORK

MSR: 45085-05052022

Project Information

Change Request Information

MSR#/SOW#

PCR #

Project Name

PCR Date

Client Name

Effective Date

Mainline PM

Requested by

Client PM/Sponsor

Prepared by

Justification of Proposed Change

Modifications to SOW referenced above:

Services

Term

Fees

Travel & Living

Invoicing

Other

It is understood and agreed that all Services provided in accordance with this PCR are subject to the terms and conditions of the Master Services Agreement currently in effect between the Client named above and Mainline Information Systems, Inc. ("Agreement"), which is incorporated by reference in the Statement of Work ("SOW"), MSR # / SOW # above. Payment for the above charge shall be paid pursuant to the terms of the Agreement.

NOTE: PCR is valid if fully executed within 15 days of PCR Date (above).

Type Client's Legal Name Here

MAINLINE INFORMATION SYSTEMS, INC.

Printed Name

Title

Printed Name

Title

Signature

Date

Signature

Date