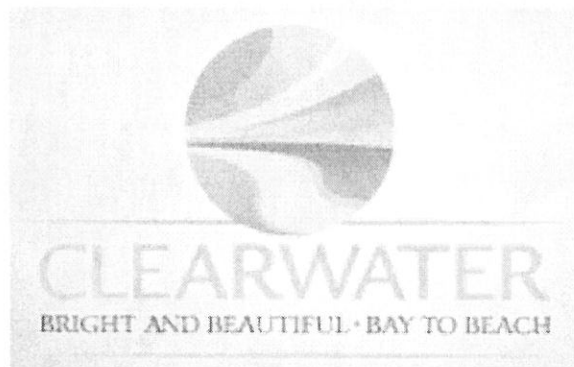


# Office 365 Migration

*Prepared for the City of Clearwater, FL*



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All information contained in this document is Planet Technologies, Inc. Proprietary and is limited to distribution between Planet Technologies, Inc. and City of Clearwater, FL.

June 5, 2017

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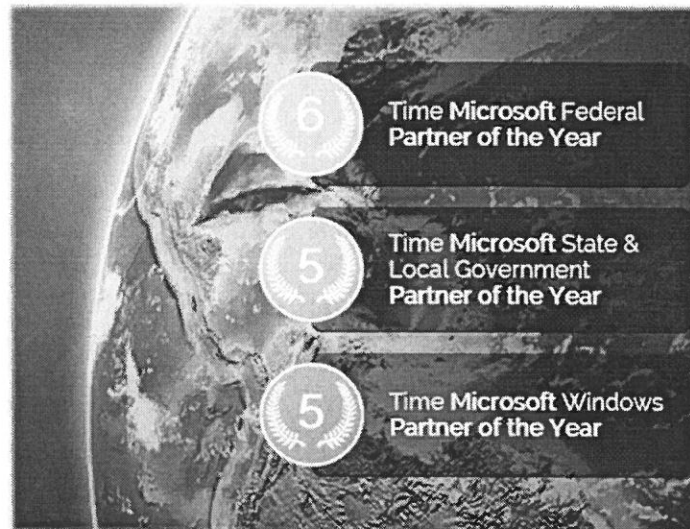
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## About Planet Technologies

### Microsoft Award Winning Partner

As six time Microsoft Federal Partner of the Year and five time Microsoft State and Local Government Partner of the Year, Planet Technologies has established itself as the premier Microsoft consulting firm for government customers across the United States.

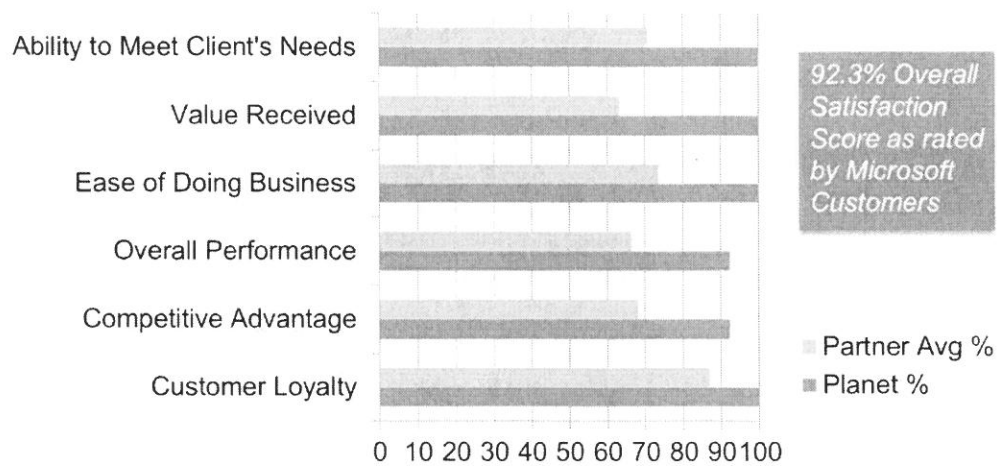
In both 2014, 2015, and 2016, Planet received the **Microsoft Office 365 and Cloud Partner of the Year** award for an unprecedented 3rd year in a row for our expertise in helping architect and support organizations to move to the cloud. Customers include the *Department of Energy, the City of Chicago, Department of Labor, Health and Human Services, City of Los Angeles*, and over 400 other government organizations in providing both Microsoft cloud strategy and transition to Microsoft Office 365 and Azure.



As a Planet client, you are working with the best and brightest Microsoft consultants in the industry and with a company that has a highly unique relationship with Microsoft Corporation.

### Strong Customer Service – Exceeding Client Expectations

In Microsoft's most recent independent customer satisfaction survey that is conducted for Microsoft Partners across the United States, Planet exceeded national averages by over 20% in almost all categories.



## Technology Expertise

Planet has experience architecting and deploying Microsoft solutions to customers ranging in size from 100 users to over one million users. We are experts in the areas of design, deployment, development and migrations of:

Technology Expertise	
Active Directory	Exchange
Office 365	System Center
SharePoint	Dynamics CRM
Window Server and Desktop	Azure
Identity Manager	.NET Development
SQL Server	Hyper-V

## Planet At A Glance

Planet Technologies	
Address:	20400 Observation Dr, Ste 107, Germantown, MD 20876
Branch Locations:	Denver, CO; Dallas, TX; Redmond, WA; Chicago, IL; Harrisburg, PA; Sacramento, CA
Phone / Fax:	(301) 721-0100 / (301) 721-0189
Website:	<a href="http://www.go-planet.com">www.go-planet.com</a>
Date Established:	1998
Type of Ownership	Corporation
GSA Schedule:	GS-35F-0360J
Type:	Small Business
DUNS:	01-302-0685

## Executive Summary

City of Clearwater, FL has requested assistance from Planet Technologies with the environment design, implementation, and migration of on premises mailboxes to the Microsoft Office 365 platform as well as the implementation of additional features of Office 365, such as OneDrive/SharePoint and other related features

City of Clearwater, FL has the following goals for the initial project:

- Exchange 2010 based Office 365 Hybrid Environment, leveraging the existing Exchange 2010 infrastructure
- Testing and pilot migration (up to 50 users)
  - Validate the work already completed
- Assistance with the production migration of remaining users/mailboxes to Office 365 (total of 1500 or so users)
- Validate existing identity and directory infrastructure
- Remediate Identity infrastructure as needed based on examination
  - ADConnect according to Microsoft best practices - Validate work completed
- Develop migration strategy for entire user population
- Assist with any migration challenges post pilot
- Discuss best practices around cloud services and transfer operational and administrative knowledge of the Office 365 environment to Customer staff
- SharePoint, OneDrive and Skype for Business planning services
- Both Planet and City of Clearwater, FL will provide project management services, with Planet provided the primary PM support

All of the above tasks are dependent on timely action from both technical services teams at City of Clearwater, FL and Planet Technologies. Planet is available to commence the project on an accelerated timeline and anticipates a project completion (all of each user community migrated to Office 365) within a 2-3 month timeframe from the start of the project.

Planet Technologies (Planet) is providing this Statement of Work (SOW) to The City of Clearwater (the City) to migrate its Microsoft Exchange 2010 messaging and Symantec Enterprise Vault archiving platforms to Office 365. (Archive migration to be handled by Archive 360 on a separate quote.) The City wishes to leverage Microsoft ADConnect and ADFS for single sign-on, and a Hybrid migration for optimal end-user experience. ADFS and ADConnect will be placed in a City-provided Azure tenant to improve recoverability in the case of an outage in City systems. Planet will also assist the City with Office 365 configuration items such as anti-virus/anti-spam, data loss prevention (DLP), archiving, litigation hold, and the default retention policy settings.

## A Phased Approach

This project will be completed in a phased approach. Breaking the project into phases helps better define goals as well as track progress.

This project will have four phases, which are listed here and described in more detail in the following sections:

Phase I – Project Foundations

Phase II – Validation and remediation

Phase III – Production Migration Planning and Assistance

Phase IV - Post Migration Support

Phase V – SharePoint & OneDrive Quickstart



## Phase I - Project Foundations

During Phase 1, a Planet Senior Office 365 Engineer will work with City of Clearwater, FL to begin the project implementation process.

### Deliverables

- Project Status Meeting and Report
- Updated Project Plan
- Bill of Materials with D/R Specifications Document
- Training Materials and Recommendations Document

### Tasks

- Evaluate current Exchange Environment
- Participate in a project initiation meeting
- Assist with developing communication plans
- Conduct interviews with technical management and staff
- Update the project plan document
- Create a high-level design document

The project plan created during this phase will spell the configurations and task sequences required to complete the migration from the existing Exchange environment to Office 365. As part of this process, the Microsoft Office 365 readiness toolkit will be run to determine the readiness state of the environment and detail any areas that require remediation. Planet will review application dependencies with the on-premises Exchange environment to assess applications that may be impacted by the move.

In addition, during this phase the basic minimum end-user client software requirements will be compared against a compiled list provided by City of Clearwater, FL for the existing network infrastructure. A full list of client requirements for Office 365 can be found here:

<http://go.microsoft.com/fwlink/?LinkID=296592&clcid=0x409>

## Assumptions

- Required City of Clearwater, FL staff will be accessible throughout the project and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
- City of Clearwater, FL will have overall project management responsibility; Planet will provide a part-time project manager for its staff and deliverables.
- City of Clearwater, FL has purchased tenant and sufficient licenses in the Microsoft Office 365 services description for The Office 365 Multi-Tenant platform, and will activate that tenant during this Phase.
- Various on-premises virtual or physical machines, load-balancers, proxy servers, SSL SAN certificates, DNS entries, service accounts, and the appropriate software licenses are required to be available or need to be purchased prior to proceeding to Phase II of this project.

## Phase II – Validation and remediation

### *Overview*

This phase could consume multiple calendar days for business and DNS dependencies.

This phase includes the verification of the Office 365 services and basic system configuration.

As part of this process, the domain name settings will be verified. City of Clearwater, FL must have access to its public DNS records, and create all appropriate DNS records. Once the domain has been verified, all settings will be all to be verified, and administrative access will be granted and configured for all appropriate City of Clearwater, FL administrative staff members.

In addition, once the Office 365 tenant has been properly provisioned, additional office 365 features will be provisioned/verified and provided to City of Clearwater, FL's technical staff.

This phase may happen concurrently with others.

## Validate and/or Update Exchange Hybrid Configuration and Identity Environment

This step of the Validation will focus on configuring Exchange hybrid coexistence to Exchange Online and remediating the Exchange hybrid environment. The design will be based on Microsoft's best practices.

### *Deliverables*

- Bill of materials and planning guide for additional mailbox server(s) (BOM)
- Exchange and Office 365 environment design document
- Fully functioning Exchange hybrid environment

### *Tasks*

- Zero impact to end-user during build process
- Establish hybrid connectivity between on-premises Exchange and Office 365 (to occur in or after Phase IV, due to prerequisites)
- Validate current identity infrastructure including AD health and user configuration
- Validate current Exchange 2013 platform's readiness for migration activities
- Planet will present any findings and remediation that is necessary to City of Clearwater, FL staff and assist with implementation. In addition, Planet will assist with necessary configurations steps for successful integration with the hybrid array.

- Planet will provide input into City of Clearwater, FL dependent systems configuration and other project success criteria not part of this scope, including MFC's, Faxing, Mainframe, etc.
- Planet will assist with the decommissioning of the Exchange environment from the physical servers and from active directory (post Migration), as appropriate. The recommended approach is to maintain at least one Exchange Hybrid Server for management purposes.

#### *Assumptions*

- City of Clearwater, FL is responsible for server OS builds, updates, and connectivity as referenced in the BOM to be delivered by Planet.
- All relevant and necessary City of Clearwater, FL IT staff will be available during all portions of this phase.
- The current environment is healthy, functioning correctly, and configured to Microsoft best practices.
- Planet will have the appropriate administrative access to Exchange, Active Directory, and Office 365
- Archive migrations are not included in this cost; however, Planet Technologies will assist the Customer in identifying potential migration strategies.

## User Provisioning, Synchronization Upgrade and Validation

#### *Overview*

During this step, Planet will deploy the latest version of the Directory Synchronization tool (ADConnect with Password sync) according to Microsoft's best practice standards. The tool will be configured for synchronization of the Active Directory environment to the Office 365 system for user account provisioning and management. Once the tool has been deployed, all mail enabled Active Directory user accounts, contacts, security groups, and distribution groups will be synchronized with the Office 365 system. Any errors found during this phase will be remediated during a review process, prior to completing the phase.

#### *Assumptions*

- City of Clearwater, FL is responsible for server OS builds, updates, and connectivity as referenced in the BOM to be delivered by Planet
- All relevant and necessary City of Clearwater, FL IT staff will be available during all portions of this phase

## Pilot Migration Verification

This step of the project will focus on the planning for the pilot migration procedure. This phase validates organizational readiness through training, execution of test cases, and user migration scheduling communications. These activities are dependent upon the platform validation task in the previous phase.

### *Deliverables*

- Migration plan for mailboxes, resources, shared mailboxes for selected user population
- Project timeline proposal for specified migrations
- Pilot user group migrated and user acceptance validated
- Validation of migrated data and integrity – all emails, contacts, calendars within scope

### *Tasks*

- Determine migration batches/groups for the pilot and production migrations
- Determine end user impact and provide guidance for 100% end user acceptance
- Execute migration and test plan on test and pilot users
- Create migration schedule for additional pilot users
- Migrate non-production test accounts
- Migrate pilot users
- Policy around email search & e-discovery

### *Assumptions*

- The Customer will communicate with and support its end users directly.
- Planet will provide support for migration issues to The Customer's IT staff and act as a liaison for third-party vendors for migration issues, if desired.
- The Customer is responsible for backups and data recovery on the Exchange and other on-premises server platforms (such as Active Directory).
- The Customer will maintain a vendor support contract for the clients and servers involved in the implementation.
- The Customer will test non-Microsoft dependent applications for function and compatibility, and Planet will assist with remediation expertise, if possible.
- Planet is responsible for migrating data, and supporting The Customer's IT support personnel.

## Phase III – Production Migration Planning and Assistance

The third phase of the project will focus on the planning of the migration procedure for the remaining user populations. This phase validates organizational readiness through training, execution of test cases, and user migration scheduling communications. These activities are dependent upon the platform validation task in the previous phase.

### Deliverables

- Migration plan for user mailboxes, resources, shared mailboxes
- Project timeline proposal for specified migrations
- Assistance with Production Migrations

### Tasks

- Determine migration batches/groups for the production migrations
- Determine end user impact, and provide guidance for 100% end user acceptance

### Assumptions

- The Customer will communicate with and support its end users directly.
- Planet will provide support for migration issues to The Customer's IT staff and act as a liaison for third-party vendors for migration issues, if desired.
- The Customer is responsible for backups and data recovery on the Exchange and other on-premises server platforms (such as Active Directory).
- The Customer will maintain a vendor support contract for the clients and servers involved in the implementation.
- The Customer will test non-Microsoft dependent applications for function and compatibility, and Planet will assist with remediation expertise, if possible.
- Planet is responsible for migrating data, and supporting The Customer's IT support personnel.
- The Customer is responsible for the reconfiguration of mobile devices (if necessary).

## Phase IV - Post Migration Support

### **Deliverables**

- Assist with remediation of project-related issues
- Administrative mentoring and support

### **Overview**

The successful transition from the consulting engagement to the City of Clearwater, FL Operations Team is no small part of the success of this project, and should not be overlooked. In order to support this need, Planet is providing this post-implementation support phase for project-related issues for a period of 5 days (40 Hours).

Many organizations experience operational and product issues after implementation. During Phase 5, Planet will work with City of Clearwater, FL to address project-related issues, such as:

- End user issues
- Knowledge transfer questions
- Additional documentation desired
- Staffing and support models
- Additional Q&A
- Troubleshooting
- Operational maturity models
- Product roadmap

Planet will not be responsible for software bugs, software functionality, or the success of interoperation between Microsoft and other companies' technologies; but will apply industry best practices and our deep experience to assist with these issues.

## Phase V – OneDrive & SharePoint Discovery and Solution Planning

Part 1 - During this phase Planet will work with the City of Clearwater to develop a plan for mapping local file shares to Office 365. Activities during this time may include the following:

1. Discussion around the existing and planned information architecture
2. Execution of scripts to provide more information around the file structure
3. Discussion around remediation of files that cannot be migrated directly to the cloud
4. Reviewing compliance and security requirements
5. Discussion around desktop client requirements
6. High-level discussion around mapping metadata during migration

Deliverables:

- High-level information architecture
- High-level migration schedule and next steps

Considerations:

- The discovery process involves analysis of the outcome of a scripting process that reads your file and folder structures. Planet generally assumes a data read rate on the volume of around 10 GB/hour. This time is typically considered unbillable but will add hours to the project timeline.

### Part 2 – Implementation

Once the initial plan has been developed, Planet Technologies will assist with the file migration initiation.

Deliverables:

During this part of the engagement, Planet will deliver the following:

- Initial configuration of the data migration tool
- Configuration of sites and libraries for up to five (5) SharePoint Team sites using the out-of-box Team Site template as a destination for files being migrated to team sites.
- Migration of up to five (5) personal shares to OneDrive
- Provide script for setting security admins for OneDrive



- Setup compliance center and configure up to five (5) policy filters –
- Provide knowledge transfer on solution and configuration to customer

Considerations:

- Outcomes of the discovery phase (part 1) may impact the schedule and / or pricing of the implementation phase (part 2). Any modifications to scope of work will be communicated before work on part 2 begins to the City of Clearwater.
- Planet assumes that the City of Clearwater will provide and license their users for Office 365 and, more specifically, SharePoint Online as a pre-requisite to the engagement
- The City of Clearwater may need to acquire a migration tool such as ShareGate or Metalogix Metavis as a pre-requisite to this engagement. If preferred, a discount on ShareGate can be obtained through the Planet partner channel. Please talk with your Planet contacts if you desire more information in this regard.
- Part 2 of this SOW is based on initial configuration and knowledge transfer around the migration process, not a completion of the migration. If the City would like assistance with the complete migration process it can be provided post-discovery (part 1) as a separate change order.
- Some files may require remediation on the part of the City in order for migration to complete successfully.
- Migration of metadata is not assumed as a part of this scope of work
- Planet generally assumes an average data migration speed of around 1GB/hour across the Internet. Speeds can vary greatly based on any number of variables. Data transfer time is typically considered unbillable but will add time to the project timeline.
- Planet assumes that the total amount of data to be migrated does not exceed 100GB.
- Planet assumes that the support phase will be delivered remotely.

Part 3 – Post-Implementation Support

Planet Technologies will provide up to 20 hours of post-implementation support. This includes end-user and / or technical services support and any end-user training surrounding the OD4B client or Web client, delivered verbally or in written format.

## Appendix A - Current Environment and Metrics

### Environmental Data

Number of Users	1,600
Number of Mailboxes	1,480
SKU Types	Office 365 Gov. E4,E3,E1,K1
Current Source Mail System	Exchange 2010 sp3
Service Pack and Build Number	SP3 Build 123.4
Number of Active Directory Forests	One forest, two domains
Estimated number of objects in the customer's AD forest(s)	7,200
Total mail size (GB)	950 GBs
Minimum Windows Version	Windows 7 sp1
Office Versions and approximate #	Office 2007 sp3 1,650
Archives will be migrated?	yes
What is the Source Archive Size?	2.5TB
Identity Method preferred? ADConnect (password sync only) or ADFS (Single Sign On functionality)	Microsoft Azure AD Connect
Will Lync be activated?	yes
Will SharePoint be activated?	yes
Will Unified Messaging be used?	no
Public Folders to be Migrated? Data Size?	no

## Pricing – GSA

Planet is providing this proposal based on our GSA Schedule Contract Number GS-35F-0360J.

Description	Workload	Level of Effort	GSA Rate	GSA Discounted Hourly Rate	Total
GSA Technician II	Senior o365 Engineer	100	\$191.44	\$185.00	\$18,500.00
GSA Technician I	Senior o365 Migration Engineer	100	\$172.29	\$172.29	\$17,229.00
GSA Project Director	PM Support	74	\$125.00	\$125.00	\$9,250.00
GSA Technician II	Senior Azure Engineer	40	\$191.44	\$185.00	\$7,400.00
GSA Technician I	OneDrive & SharePoint Engineer	90	\$172.29	\$172.29	\$15,506.10
GSA Total					<b>\$67,885.10</b>

## Payment Terms

This GSA contract will be invoiced monthly, NET 30 days in accordance with federal regulations.

Any alterations in the scope will be reviewed with Planet Technologies and may result in a change order for additional services and associated costs.

If applicable, please make purchase orders out to Planet Technologies, Inc.

## Travel

Travel costs are included in the above pricing estimate.

## Operational Assumptions

- The Customer must arrange for suitable personnel to be available on-site or through other communication channels to furnish necessary information as requested and in a timely manner.
- The Customer must appoint, in writing, a corporate Project Manager or designee with authority to make binding decisions on behalf of the Customer. The Project Manager or designee will be responsible for all communications and approval of changes to the scope of work on behalf of the Customer as well as responsible for coordinating activities with any third-party service providers retained by the Customer.
- Unless otherwise specified herein, Planet Technologies, Inc. shall perform services during normal business hours Monday through Friday 8am until 5pm unless otherwise specified herein.
- Where applicable, Planet Technologies, Inc. agrees to provide services during the Period of Performance, if specified, in this agreement. Additional labor outside of the Period of Performance and occasioned by delays from the Customer or matters outside of the control of Planet Technologies, Inc. may require a Change Order.
- The Customer must provide timely responses to requests for information and is responsible for same from third party vendors retained by the Customer. Timely is to be determined in the context of the engagement and Planet will notify Client designee when it deems responses are not timely.
- The Customer must provide access to facilities as required in the Proposal but at a minimum a working environment with phone and network connections for each resource dedicated to this project, and a secure area must be provided for the purpose of storing tools, software and hardware as required by the project and as appropriate.
- The Customer must acquire all necessary hardware and software as set forth in the Proposal unless specifically designated otherwise. Planet will assist in defining the requirements.
- The Customer agrees that Project scope is specifically limited to the scope outlined in this document.
- The Customer agrees that changes to the scope of the project outlined in this proposal will require a Change Order, said change order process to be, at a minimum, in writing and executed and agreed to by both parties.
- Planet Technologies, Inc. is not responsible for software issues that may arise due to hardware or platform incompatibility. Planet Technologies, Inc. always recommends utilizing components from Tier 1 manufacturers.

- The Customer will provide a Customer Resource contact list to the Planet Project manager in advance of the project start date.
- The Customer must delegate all required administrative rights to Planet Technologies, Inc. personnel for the duration of the project.
- The Customer acknowledges that this proposal is based on information provided by Customer and any third parties chosen by Customer. Inaccuracy or deviation from the information provided may require a change order. Any additional remediation that arises after initial discovery or project initiation may necessitate a change order.
- The Customer will provide remote access to the on-premises infrastructure if requested by Planet Technologies, Inc.
- The Customer must have access to its public DNS records and the ability to create and modify all appropriate DNS records.
- The Customer acknowledges that Planet Technologies, Inc. is not responsible for the successful backup or restoration of existing file systems.
- The Customer acknowledges that Planet Technologies, Inc. and its agents will not be responsible for software issues that arise from limitations or "bugs" of COTS (Commercial Off-The-Shelf) software.
- The Customer acknowledges that Planet Technologies, Inc. and its agents will not be responsible for the functionality, integrity, security or performance of any software or hardware provided by the client or a third party.
- The Customer agrees that any Customer network changes made will be immediately reported to Planet Technologies, Inc.'s Project Manager or designee.
- Periodically Planet may receive compensation from Microsoft based on the customer's consumption of Microsoft Cloud Services.

## Terms and Conditions

These Professional Services Terms and Conditions, in conjunction with the Operational Assumptions in this SOW, form an SOW Agreement (SOW, Agreement or SOW Agreement) between Planet Technologies, Inc. (Planet or Planet Technologies, Inc.) and the end-user identified on the SOW ("Customer"). Unless otherwise agreed by the parties in writing, these terms apply to the professional services performed by Planet Technologies, Inc.

### 1. Professional Services

1.1 The Customer hereby agrees to accept the Services at the agreed location, on the date or dates mutually agreed between the parties as detailed in writing in this SOW pursuant to these terms and conditions.

1.2 The Services shall be provided in accordance with the terms of this SOW, including any time schedule, milestones, and plans set forth herein.

1.3 Unless the Parties agree to different reporting procedures, Planet shall provide Customer with periodic progress reports developed by the Parties describing the status of Planet's performance under this SOW for a specific period and the progress expected to be made in the next succeeding period.

### 2. Payment and Invoices

2.1 The parties agree that invoices will be submitted by Planet to Customer. Such invoice method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.2 The accepted method of payment by Customer for all invoices shall be by check, ACH, or wire transfer. Such payment method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.3 Planet shall invoice Customer in accordance with the schedule set forth in this SOW, or if no schedule is set forth therein, on a monthly basis within thirty (30) days after the end of the month.

2.4 Customer shall pay Contractor all amounts on an invoice that are not the subject of a bona fide dispute within thirty (30) days after receipt of an invoice that complies in all material respects with the agreed-upon requirements as to form and levels of detail.



2.5 Planet may invoice Customer for reasonable out-of-pocket expenses necessarily and actually incurred in the performance of the Services provided that Planet has previously provided a reasonable estimate of the out-of-pocket expenses and Customer has approved Planet's estimate of expenses.

### 3. Reporting

Planet shall provide Customer with monthly and quarterly invoicing reports summarizing all invoice activity for the period in question unless agreed otherwise by the parties.

### 4. Confidentiality

Customer and Planet Technologies Inc. recognize that each may, from time to time, in connection with the performance of this Agreement, disclose confidential information to the other party. "Confidential Information" means any and all information provided under this Agreement by one party (the "Discloser") to the other party (the "Recipient") that, by its nature, Recipient could reasonably assume is confidential or proprietary information. Confidential Information shall include, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer information, employee information, financial information, and confidential or proprietary information concerning Planet Technologies, Inc. or Customer organization. Recipient agrees to not disclose, distribute, reproduce, or use Discloser's Confidential Information other than in the course of its duties under this Agreement, unless required by applicable law, including Chapter 119, Florida Statutes. Recipient agrees to protect Discloser's Confidential Information by use of at least the same degree of care (but no less than a reasonable degree of care) it uses to protect its own confidential information of similar character. Recipient may disclose Discloser's Confidential Information only to those individuals or parties who have a "need to know", provided that such individuals or parties are under binding obligations of confidentiality substantially similar to those set forth in this Agreement. The provisions contained under this Section shall survive any termination or expiration of this Agreement or any Statement of Work.

### 5. Indemnification

The Parties hereby agree to indemnify each other for claims brought against the indemnified party only to the extent that the claims are found to result from the sole negligence of the indemnifying party, its governing body, or its employees arising out of, or in connection with the indemnifying party's obligations under this Agreement. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent

contractors or third party agents of the parties. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §166.241, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

## 6. Independent Contractor

6.1 Planet is an independent contractor and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

6.2 At all times while Planet is performing Work under this Agreement, Planet will maintain its own liability, errors and omissions, workers compensation and other insurance, at a level and with coverages at least equal to industry norm and, upon request, will provide Customer with certificates of insurance evidencing such insurance coverages.

## 7. Term and Termination

7.1 This Agreement shall commence on its Effective Date and shall remain in effect for the Period of Performance set forth herein unless earlier terminated in accordance with this Article 7 or extended by mutual written agreement of the parties.

7.2 Either party may immediately terminate this Agreement if (i) the other party fails to perform its material obligations under this Agreement and such failure is not corrected within fifteen (15) business days after receipt of written notice, specifying in detail the nature of the breach, from the non-breaching party, or (ii) either party is appointed a trustee for the benefit of creditors, becomes insolvent, bankrupt or initiates a voluntary dissolution. Either party may terminate this Agreement upon thirty (30) days advance written notice.

7.3 If the Agreement is terminated under this Article 7 (Term and Termination) both parties will use commercially reasonable efforts to mitigate fees and expenses and Planet shall promptly deliver copies of all complete and incomplete deliverables subject to the customer. Planet shall be paid (a) at the applicable rate(s) for Services provided on a T&M basis through the date of



termination and (b) on a percent of completion basis for Services provided on a fixed price basis. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges that accrued prior to such termination.

## 8. Miscellaneous

8.1 Applicable Law/Attorney Fees. This agreement will be governed by the laws of the State of Florida.

8.2 Entire Agreement. This Agreement and any SOWs constitute the entire agreement between Planet and Customer, and merge all prior and contemporaneous communications with respect to the subject matter hereof. This Agreement will not be modified except by later written agreement signed by both parties.

8.3 Severability/Waiver. If any Provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

8.4 Critical Technical Issues. Subsequent to production launch, Planet will provide to Customer, at no additional charge, the services necessary to correct verifiable P1 bugs for a period of sixty (60) days. P1 bugs are defined as Critical Technical Issues consisting of a total loss of core functionality in the licensed software or inoperability of the Software in production (i.e. a down system) that severely affect the Customer's business operations. All reported bugs must be verified and reproducible in the CLIENT product testing lab prior to referral to provider. The warranty period shall begin when the product is generally available to customers.

### 8.5 Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_

George N. Cretekos

Mayor

By: \_\_\_\_\_

William B. Horne II

City Manager

Approved as to form:

Attest:

\_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_

Rosemarie Call

City Clerk

Planet Technologies

 \_\_\_\_\_

Signature

Date

6/6/17

Planet Technologies  
20400 Observation Dr, Ste 107  
Germantown, MD 20876