



# STATEMENT OF WORK – Consulting Services

This Statement of Work is an exhibit to the General Terms of the Master Agreement for Consulting Services between Terremark and Customer, dated July 19, 2012 and Addendum No. 1 to the Master Agreement – Consulting Services (the "Agreement") and shall incorporate any exhibits expressly attached hereto.

SOW NO. 3

### Customer

Customer: **Polk County**  
Address: **330 West Church Street**  
**Bartow, FL 33830**

Contact Name: **Dan Weible**  
E-Mail: **danweible@polk-county.net**  
Phone: **863-534-7571**

Effective Date: **July 19, 2012**

Facsimile:

### Services

Please refer to "Appendix A" for a description of Services to perform the **Clearwell eDiscovery Implementation** (the "Project").

Customer will provide at no charge prompt and reasonable access to information, documentation, equipment, and personnel as requested by Terremark to facilitate Terremark's performance of the Services under this SOW. Terremark's performance is contingent upon Customer's timely and effective performance of its responsibilities, decisions and approvals.

### Term

The Project shall have a Term commencing upon the Effective Date and continuing until completion of the Project, as further defined in "Appendix A".

### Insurance

THE REQUIRED MINIMUM LIMITS OF COVERAGE SHOWN ABOVE, HOWEVER, WILL NOT IN ANY WAY RESTRICT OR DIMINISH COMPANY'S LIABILITY UNDER THIS AGREEMENT. All policies required by this Agreement shall (i) contain mutual waivers of subrogation (ii) be primary and non-contributory with any insurance or program of self insurance that may be maintained by either Party (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the State in which the work is to be performed (iv) must have an A.M. Best rating of A-; VII or better. Certificate(s)/Statement(s) of insurance evidencing the coverages required by this Agreement shall be provided by each Party.

### Charges and/or Rates (including fixed price and/or time and material charges)

<b>TOTAL ESTIMATED PROFESSIONAL SERVICES CHARGES</b>	<b>\$10,975.00</b>
<b>Clearwell eDiscovery Implementation</b>	<b>\$10,975.00</b>

### Billing/Payment

Professional Services Fees shall be invoiced upon completion of the Project. Estimated Total defined in the Fees Summary is provided as an estimate only of actual Professional Services Fees. Terremark shall invoice Customer for actual hours worked by the resource according to the rates defined above. Payment shall be due upon receipt of invoice. Professional Services Fees are exclusive of applicable travel and/or lodging fees. Any costs incurred related to these items will be billed to Customer based on actual costs.

By signing below, the parties agree that this Statement of Work defines the services to be provided and fees to be collected by Terremark for Customer.

**Terremark North America, Inc.**

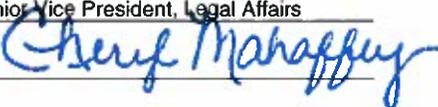
**Polk County**

Print Name: Cheryl Mahaffey

Print Name: \_\_\_\_\_

Title: Senior Vice President, Legal Affairs

Title: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Date: July 19, 2012

Date: \_\_\_\_\_

# SOW APPENDIX A - Services Description



This "Appendix A" to Statement of Work No. 3 between Terremark and Customer, dated July 19, 2012 details the Terremark Consulting Services.

## Business Objective and Success Criteria

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This engagement involves the delivery of project planning, implementation, installation, workflow development and end-user training Professional Services in support of the Pre-Processing, Processing, Analysis and Review components of the Clearwell eDiscovery application.

The engagement is designed to be in five phases. The first phase is project planning to map out objectives and prepare for the project. The second phase is implementation and installation of the Clearwell eDiscovery application at the Customer site. The third phase is workflow development to create Customer specific documentation for the application. The fourth phase is end-user training to provide a high-level overview of application functionality. The final phase is a review and project closeout. Customer will have adequate time to test the software after installation while Terremark staff is still on site.

## Tasks

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Listed below are the tasks and associated deliverables identified by Terremark to be provided within engagement:

Terremark will perform the tasks under this SOW using a phased approach:

Phase 1	Project Planning
Phase 2	Implementation and Installation
Phase 3	Workflow Development
Phase 4	End-User Training
Phase 5	Final Review and Closeout

### Phase 1 Project Planning

Location: Remote

Tasks:

Terremark will initiate a planning discussion conference call to prepare for the implementation and installation of the Clearwell eDiscovery components identified above. The topics outlined below will be discussed during the meeting:

- Review roles and responsibilities
- Confirm primary Customer points of contact
- Confirm engagement logistics
- Review scope of installation and implementation
- Review resource requirements
- Review Customer readiness and engagement prerequisites\*
- Discuss desired timeline

Deliverables:

Upon completion of the Project Planning phase Terremark will provide the following:

- Completed planning checklist with engagement prerequisites
- System documentation

\* Customer will be responsible for the setup and configuration of engagement prerequisites to include: server operating system, network, storage connectivity and patches. Terremark will provide a list of system prerequisites.

### Phase 2 Implementation and Installation

Location: Onsite

Tasks:

Consultant / Engineer will assist the Customer with the implementation and installation of the Clearwell eDiscovery application using Customer-provided resources. The following activities will be performed:

- Complete base configuration, installation and testing to ensure proper deployment in the Customer environment
- Test and verify functionality including Pre-Processing / filters, Processing, exception handling, Search and Analysis
- Test Review functionality with a subset of Customer data focusing on Redaction, Caching, Review mode and Production

Deliverables:

Upon completion of the Implementation and Installation phase Terremark will provide the following:

- Knowledge transfer throughout the course of the project
- Module documentation
- Demonstration of key product features

**Phase 3 Workflow Development**

Location: Onsite

Tasks:

Consultant / Engineer will work with Customer-provided resources to develop workflow processes to utilize the new technology. The following tasks will be performed:

- Review major and minor phases of the eDiscovery workflow including
  - Litigation Hold
  - Preservations
  - Collections
  - Preprocessing
  - Processing
  - Managing exceptions
  - Early Case Assessment
  - Review
  - Production
- Identify new processes and adjustments to existing processes required to best utilize the new technology

Deliverables:

Upon completion of the Workflow Development phase Terremark will provide the following:

- Customer specific workflow documentation and flow charts that map processes, owners and responsibilities to the jointly defined workflow

**Phase 4 End-User Training**

Location: Onsite

Tasks:

Consultant / Engineer will provide a half-day high-level overview of the Clearwell system focusing on the Analysis and Review functions. The following tasks will be performed:

- System access and login/logoff instructions
- Graphical User Interface (GUI) overview
- Basic keyword search
- Use of filters, previous searches and saved searches
- Advanced search techniques
- Selection of document tags and reviewer notes
- Document review using discussion threads and conversations
- Keyboard shortcuts and multiple monitor configuration settings

Deliverables:

- One day onsite delivery of training with a maximum of two sessions per day and fifteen (15) users per session
- Training materials

**Phase 5 Final Review and Closeout**

Location: Remote

Tasks:

At the conclusion of the project, Consultant / Engineer will perform a final review and participate in a closeout meeting. The following tasks will be performed:

- Review documentation and project activities
- Participate in project closeout meeting and hold a questions and answer session

**Risks and Assumptions**

Listed below are some of the major risks identified by Terremark for the engagement that could increase project schedule and/or cost:

- Undiscovered system or project requirements may delay or stop project completion.
- Terremark Resource(s) normal business hours are from 9:00 AM to 6:00 PM EST on workdays.
- Additional Fees shall apply outside normal business hours.

**Fees**

Project Fee as follows:

Item	Unit	Unit Cost	Total
eDiscovery Implementation Services – Preprocessing, Processing, Analysis & Review (PPAR)	1	\$6,750.00	\$6,750.00
End User Training	13	325.00	4,225.00
<b>Grand Total</b>			<b>\$10,975.00</b>