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|   | **Statement of Work**  |

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|   | For Infrastructure Managed Services  |

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|   |   | Iowa Secretary of State  |
|   |   | Order ID# 2018-13584  |

1 Statement of Work Summary

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| This document defines the services, pricing, terms and conditions for the following services provided by OneNeck IT Solutions LLC:  |
|   | Managed Services  |

1.1 Service Summary

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|   | **Term**  | 36 Months  |
|   | **Monthly Fees**  | $3,100.00   |
|   | **One Time Fees**  | $2,755.00   |

See section 2, Pricing Details for additional granularity.

2 Pricing Details

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| 2.1 Monthly Fees - Allocated Services  |

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|   | **#**  | **ItemID**  | **Service Description**  | **Location**  | **UoM**  | **Unit Price**  | **Qty**  | **Total Price**  |
|   |   2   | 500183  | Microsoft Active Directory Management - Co-managed  | ANY  | Group  | $500.00  | 1   | $500.00  |
|   |   4   | 100031  | Microsoft Windows Server Management  | ANY  | Each  | $200.00  | 7   | $1,400.00  |
|   |   6   | 600347  | HPE StoreOnce Appliance Management  | ANY  | Each  | $300.00  | 2   | $600.00  |
|   |   7   | 500179  | Veeam Backup Software Administration  | ANY  | Per server  | $400.00  | 1   | $400.00  |
|   |   9   | 103039  | Application Monitoring Only (per Application)  | ANY  | Each  | $100.00  | 2   | $200.00  |
|   |   | **Sub Total**  | **$3,100.00**  |
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| 2.2 One Time Fees - Implementation Services  |

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|   | **#**  | **ItemID**  | **Service Description**  | **Location**  | **UoM**  | **Unit Price**  | **Qty**  | **Total Price**  |
|   |   3   | 500183-N  | Microsoft Active Directory Management - Co-managed  | ANY  | Each  | $1,110.00  | 1   | $1,110.00   |
|   |   5   | 100031-N  | Microsoft Windows Server Management  | ANY  | Each  | $185.00  | 7   | $1,295.00   |
|   |   8   | 500179-N  | Veeam Backup Software Administration  | ANY  | Each  | $150.00  | 1   | $150.00   |
|   |   10   | 103039-N  | Application Monitoring Only (per Application)  | ANY  | Each  | $100.00  | 2   | $200.00   |
|   |   | **Sub Total**  | **$2,755.00**  |
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| 2.3 Pricing Notes and Offers  |

* Prices listed do not contain applicable sales tax.
* Pricing reflects discounts with commitments to a 36 month(s) term.  Modification to contract term can affect unit prices.
* Pricing reflects discounts for commitments to unit volume.  Modification to unit quantity / volume can affect unit prices.
* Metered service quantities provided within this Statement of Work are purely an estimate of usage as actual usage is calculated each month.
* The offers, terms and prices of this Statement of Work expire if not executed by 02-28-2018.

3 Project Definition

3.1 Service Delivery Scope

Remote Managed Services Customer

This scope of work will onboard some key areas of the Client environment to be managed by OneNeck managed services.  OneNeck will manage the existing Veeam Backup and Replication environment which includes the responsibilities listed along with the health of the virtual machine ("VM") replication.  OneNeck will not be responsible for managing the disaster recovery failover as part of this solution.  In addition, OneNeck will manage HPE StoreOnce, Microsoft Active Directory, and a Microsoft SQL Instance and database.  The Windows operating systems that these applications run on will also be managed and patched by OneNeck.

Infrastructure that is outside the scope of managed services but covered by on-demand OneNeck tickets or OneAssist utilizing OneNeck Advanced Services.  This includes the VMware vCenter and ESXi hosts, HPE StoreVirtual storage, and HPE networking. OneNeck will setup monitoring only for the VMware vCenter servers which will include notifications for vCenter and the attached ESXi hosts.  Notifications will be sent to the Client for better insight on VMware based activity.

4 Service Catalog

4.1 Introduction

The following section detail the service definitions for standardized products elected for service within this Statement of Work.

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| 4.2 Managed Services  |
| **Managed Services are constructed with the following schema:**1. All Managed Services will have the following service management components provided (below)
2. Additional service management activities will be defined per Managed Services category
3. Each ItemID belonging to that category with have Company and (if applicable) Client responsibilities defined.

**The following management activities are performed to all Managed Services:*** MonitoringHardware port (when applicable)
* System performance thresholds
* Critical services
* Non-security event log monitoring

**Reporting*** Performance via Client portal
* Standard dashboard

**Patching and Updating*** On-going assessment of critical OS/Application security patches
* Apply, test and troubleshoot critical security patches and updates during maintenance window
* Install, test and troubleshoot OS bug fixes

**Incident Management*** Alerts sent to Client via email based on event severity and escalated by phone
* Hardware and software vendor escalation
* Execute Client escalation procedures
* Troubleshoot incidents and problems
* Assess potential hardware failure
* 24 hours a day, 365 days per year help desk support

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| 4.2.1 Managed Applications  |
| Specific service components for the category of Managed Applications.**Patch Management*** Periodic review of critical patches in collaboration with underlying OS administrator
* Up to quarterly routine review same version patch analysis and application
* Application of updates and patches during approved maintenance windows

**Incident Diagnosis and Resolution*** Diagnosis of system incidents
* Resolutions of system incidents
* Engagement of software providers Help Desk support
* Where necessary Company will engage and log service requests with the software vendor to rectify software issues
* Provide Client with updates
* Document user issues and system errors

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**ItemID:** 500183**| Category:** Managed Applications

**Description:**  Microsoft Active Directory Management - Co-managed

**Company's Responsibilities and Included Features**

* Administration of a single forest, single domain including:
* Local DNS configurations
* Implement Active Directory roles (FSMO/GC placement)
* AD sites and subnets definition
* Creation of site(s)
* Creation of AD replication topology
* Creation of inter-site connectors
* Creation of subnets and assigned to site(s)
* Implement OU container structure
* Implement logon scripts (limited to printer and drive mapping)
* Implement group policy objects
* Implement security groups and distribution groups
* Delegation of administrative roles
* Domain controller promotions
* Domain controller demotions
* Removal of Active Directory roles (FSMO or GC)
* Removal of domain controller object from sites and subnets
* Availability SLA does not apply to co-managed applications

**Client's Responsibilities and Out-of-Scope Notes (unless covered by another ItemID)**

* Domain user administration
* Provisioning of Active Directory domain users
* Define Active Directory domain policy including:
* Group membership updates
* Password resets
* Account lockout resets
* User naming standards
* Account password policy
* Account Lockout policy
* User add/change/delete policy
* Security policies
* Administration of advanced identity or credential managements system, i.e:
* Biometric identities
* Smart cards
* RSA tokens
* Termination of Active Directory domain users
* Password resets
* Availability of application, as SLA does not apply to co-managed applications

**ItemID:** 500179**| Category:** Managed Applications

**Description:**  Veeam Backup Software Administration

**Company's Responsibilities and Included Features**

**Veeam Backup Administration**

* Configuration of backup policies
* Monitoring and Reporting of backup status
* Rectification and re-submission of failed backup jobs if impacted server is covered under managed services

**Application Patch Management**

* Periodic review of backup software updates
* Review of updates to be applied to backup software
* Change notice submission, approval and application of updates

**Major or Point Release Upgrades.**

* Periodic next version upgrade analysis and recommendations
* Any major or point release version upgrades will be scheduled as an independent project and shall be billed to Client on a time and materials basis as agreed upon by the Parties.

**System Incident Diagnosis and Troubleshooting**

* Document issues and system errors
* Diagnosis of system incidents
* Troubleshooting of system incidents

**Administration Documentation**

* Document applicable system administration procedures and policies

**Expert User Technical Support\***

Expert-to-expert helpdesk support:

* 24/7 technical support for priority 1 and 2 incidents
* 8/5 technical support for priority 3,4 and 5 incidents

\* An Expert User is defined as someone with in-depth application or system knowledge and a single point of contact for escalating incidents to Company. The number of Expert Users is limited to 5 or 5% of the Client staff, whichever is greater.

**Client's Responsibilities and Out-of-Scope Notes (unless covered by another ItemID)**

**Backup Infrastructure**

* Backup appliance or server hardware to enable backup to disk and/or tape
* Available disk storage and tape media as required
* Procurement of current hardware support and maintenance
* Management of backup infrastructure's server's operation systems

**Backup Software Licensing**

* Procurement of backup software (server and agent) licensing for current version on current operating system
* Providing software media for installation, maintenance and configuration of the application
* Procurement of current software support and maintenance where applicable

**Backup Policy Definition**

Defining:

* What must be backed up
* When and how often it must be backed up
* How it must be backed up. (Full, Incremental, Differential)
* Local backup retention policy
* Archive tape content, timing and retention policy

**Backup Source Server Management**

Management of server being backed up, including:

* Installation, patching and upgrades of backup agents on server being backed up
* Local configuration of backup agent and exclude lists on server being backed up
* Management of restores

**Tape Management (as required)**

* Physical tape handling
* Off-Site tape storage

**ItemID:** 103039**| Category:** Managed Applications

**Description:**  Application Monitoring Only (per Application)

**Company's Responsibilities and Included Features**

* Deploy and configure monitoring of application using Company standard template
* Supported technologies:
* All applications supported under Company managed services
* Configure monitoring of:
* Application specific services

**Client's Responsibilities and Out-of-Scope Notes (unless covered by another ItemID)**

* Resolve issues identified by Company monitoring
* Provide appropriate escalation path for alerts
* Work with Company to adjust and tune alerting thresholds
* Provide appropriate credentials to enable monitoring
* Configure network and devices to meet monitoring requirements

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| 4.2.2 Managed Servers  |
| **Hardware Maintenance Management*** Manage hardware replacement and or repair with hardware vendor
* Perform analysis of any hardware additions or upgrades
* Apply hardware IOS\OS updates as necessary

**Security Management Services*** Provisioning and maintenance of OS local user security and permissions
* Management of any standard operating system security features

**Server Management Documentation*** Document applicable hardware and OS administration procedures and policies

**System Administration*** Operating system configuration
* Performance tuning

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**ItemID:** 100031**| Category:** Managed Servers

**Description:**  Microsoft Windows Server Management

**Company's Responsibilities and Included Features**

* Antivirus management of file systems and operating system
* Installation of a managed Antivirus console
* Application of updates and patches to the antivirus software on server platforms only
* Configuration and validation of virus protection and scanning on server platforms only
* Administration of 'built-in' OS components that are bundled with the OS:
* Performance Monitor
* Teaming Software
* Device Manager
* DHCP
* DNS
* WINS
* Excluding:
* Terminal Services
* Licensing/Terminal Server Gateway
* Windows SharePoint Services (WSS)
* Active Directory Services/ADAM/ADFS
* Server Virtualization Services
* Application Server(s) -IIS/WWW-IIS/FTP-IIS/SMTP
* Certificate Services
* Certificate Authority
* Distributed file system
* FS Management/DFS Replication Services
* Procurement of virus protection software and licensing for current version of virus protection system
* Providing software media for installation, maintenance and configuration of the software
* Procurement of current software maintenance where applicable
* Installation of monitoring agents where applicable
* Configuration of monitoring thresholds and parameters
* Monitoring and reporting of key metrics including:
* Disk utilization
* Processor load
* Memory usage
* Periodic review of Microsoft Operating System updates (Critical/Important/Security)
* Review of updates to be applied to server(s)-dependent upon functionality of server. I.E. patching for Exchange is different than patching for SQL
* Change notice submission, approval and application of updates
* Periodic next version analysis and recommendations
* Upgrades to a new major version of the operating system or embedded OS application will be provided on time and material project basis

**Client's Responsibilities and Out-of-Scope Notes (unless covered by another ItemID)**

* Support of non-expert OS users (Typically refers to non-IT department staff or application end users)
* Hardware Maintenance Coverage
* Procurement of hardware maintenance for the duration of the MSA
* Provide contract numbers and phone numbers for applicable hardware maintenance service providers
* Insure that Company is an authorized caller to maintenance service providers
* Procurement of OS software and licensing for current version of operating system, including any user access licensing
* Providing software media for installation
* Procurement of current software maintenance where applicable.
* Servers deployed on Company's ReliaCloud platform include a license for supported versions of Microsoft Server
* Remote Hardware Support Designate a person or group to perform the following types of "Hands and Eyes only" activities on a adhoc or regular basis as defined by the applicability of device being supported"
* Rack and connect device
* Backup tape handling
* Insert and remove backup tapes as directed by a company administrator
* Provide and manage offsite tape storage if required
* Provide accompanied access to the device for maintenance technicians
* Provide adhoc on-site non-technical hand and eyes support under direction of a company administrator to assist in device management

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| 4.2.3 Managed Storage  |
| **Hardware Maintenance Management*** Manage hardware replacement and or repair with hardware vendor
* Perform analysis of any hardware additions or upgrades
* Apply hardware IOS\OS updates as necessary

**Software Management*** Global device configuration including:
* Management interface IP (if needed)
* Basic device parameters
* AAA configuration
* NTP service configuration (if needed)
* Troubleshooting of IOS/OS issues
* IOS\OS patch\upgrade management
* Configuration backups

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**ItemID:** 600347**| Category:** Managed Storage

**Description:**  HPE StoreOnce Appliance Management

**Company's Responsibilities and Included Features**

**Overview**

Client has selected HPE StoreOnce to provide a disk based backup target that utilizes data deduplication technologies. Client requires Company to monitor and manage this hardware on behalf of Client. Company requires exclusive control of access to the appliance

**Appliance Management**

* Monitoring of appliance health
* Triage and troubleshoot HPE StoreOnce appliance
* Post deployment configuration management
* Engagement of HPE support when required

**Technical Support**

Helpdesk support:

* 24 x 7 technical support for priority 1 and 2 incidents
* 8 x 5 technical support for priority 3, 4 and 5 incidents

**Client's Responsibilities and Out-of-Scope Notes (unless covered by another ItemID)**

**Backup Software**

* Procurement and management of backup software and other backup infrastructure that utilizes the HPE StoreOnce appliance

**Appliance Updates and Upgrades**

* Software updates
* Capacity upgrades

**Appliance Support Contract**

* Appliance maintenance/support contract with manufacturer
* Contract numbers and delegated permissions to access support contract

5 Terms and Conditions

5.1 Service Descriptions

Upon execution of this Statement of Work ("SOW") by Iowa Secretary of State ("Client") and OneNeck IT Solutions LLC ("Company") (the "Effective Date"), the Parties shall begin working together to complete the logistical prerequisites for the delivery and use of the Services purchased by Client.

5.2 Billing Events

Client billing events include but are not limited to a) initial creation and hand-off to Client of the committed pool of resources, b) static monthly billing for the committed pool of resources, c) bandwidth, data transport, or use of other metered offerings, d) use of billable software licenses, e) changes or modifications to the environment such as expansions of committed resources or configuration of network services, f) change management requests and professional services requests not covered by the Statement of Work, and/or g) sign-off of the acceptance and commencement addendum.

6 Service Level Agreement

The terms and conditions of this Service Level Agreement ("SLA") shall apply to the Services provided by Company to Client. This SLA is subject to and conditioned upon Client's compliance with the terms herein, the MSA, and the Acceptable Use parameters, if applicable, and as described below.

Company will provide the Services in accordance with the SLAs described in this Section. If Company fails to meet these SLAs, Client will be eligible for a Service Credit. The Service Credit represents an estimate of the costs associated with failure to meets the SLAs and shall not be deemed or construed as a penalty.

Service Credits will be calculated from the time unavailability is reported to Company by Client or logged by Company and a "trouble-ticket" is generated by Company.

6.1 Definitions

**Compute:** A specific amount of RAM (‘pool') made available to the client for provisioning of virtual machines within their organizational environment.

**Desktop Workstations:** A desktop computer, a laptop computer, or a tablet computer which is intended to be operated directly by an end user and is limited to Microsoft operating systems.

**Net Monthly Base Fees (Net MBF):** The monthly recurring charge for the services excluding any add-on or optional services which are not included as part of the base service plan but are included as part of such Client's monthly recurring charge.

**Network:** Virtual firewalls and/or load balancer services made available to the Client organizational environment and include only the Client's access ports (the ports on the Company devices within the Company facility upon which the Client's local circuit terminates).

**Scheduled Downtime:** The time during which the Services are not available due to planned Company maintenance.

**Service Credit:**  The credit(s) provided to Client in accordance with the SLA.

**Services:** Shall mean and include only such Services described in this SOW that the Client has purchased from Company.

**SLAs:**  On a collective basis the service level agreements described in this SLA.

**Storage:** The specific amount of disk space as measured in gigabytes made available to the Client for use by the virtual machines or backup processes within its organizational environment.

**ANY:** Client location, non specified

**BND:**  Company Data Center in Bend, OR.  20845 Sockeye Place Bend, OR

**CDF:**  Company Data Center in Cedar Falls, IA.  1205 Technology Parkway Cedar Falls, IA

**DEN**:  Company Data Center in Denver, CO.  8675 Concord Center Drive Englewood, CO

**DSM:**  Company Data Center in Des Moines, IA.  390 N Alices Road Waukee, IA

**EDP:**  Company Data Center in Minneapolis, MN.  10290 W 70th Street Eden Prairie, MN

**MSN:** Company Data Center in Madison, WI. 5515 Nobel Drive Fitchburg, WI

**PHX1:**  Company Data Center in Gilbert, AZ. 1655 Sunrise Boulevard Gilbert, AZ

**PHX2:**  Company Data Center in Tempe, AZ. 2710 S Roosevelt Street Tempe, AZ

6.2 Service Levels

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| 6.2.1 Managed Services with ReliaCloud  |

Your applications, operating systems and network components within ReliaCloud that are managed by Company have an availability guarantee based on the technologies and architecture deployed in your specific infrastructure as well as the health of your systems.

**Managed Service Audit and Remediation**

For a Client's environment within ReliaCloud to qualify for an SLA, Company must perform an audit of the environment to ensure it is in compliance with manufacture and Company best practices. Company will test failover and redundancy scenarios, as well as documented best practices. Any items found to be outside of these best practices will be noted in a remediation report. Once all remediation items are resolved (billable under a separate project) the environment will qualify for the Company Managed Services SLA.  **If Company performs the installation, this audit is waived.**

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|   | Table - Managed Service Within ReliaCloud SLA  |
|   | **Type**  | **Description**  | **Availability Guarantee**  | **Qualifier for Service Credit**  |
|   | Audited and Remediated Applications  | Applications configured for application-level failover/ redundancy. SLA is defined as the availability of the application, not the individual components.  | 100%  | Yes – for affected services  |
|   | Audited and Remediated Operating Systems  | Network and server operating systems. SLA is defined as the availability of the operating system, not the functionality of the individual services or processes.  | 100%  | Yes – for affected services  |
|   | Audited and Remediated Network Components  | Network components configured for network-level failover/ redundancy.  SLA is defined as the availability of the network, not the individual components.  | 100%  | Yes – for affected services  |
|   | Audited and Remediated Network Components (without failover/ redundancy)  | Network without network-level failover/ redundancy. SLA is defined as the availability of the network, not the individual components  | 99.9%  | Yes – for affected services  |
|   | Non-audited systems, or systems with outstanding remediation tasks  | Applications, operating systems and network components that have not been audited by Company or have outstanding remediation issues.  | N/A  | N/A  |

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| 6.2.2 Remote Managed Services  |

Your non-ReliaCloud environment(s) managed by Company have an availability guarantee based on the technologies and architecture deployed in your specific infrastructure as well as the health of your systems.

**Remote Managed Service Audit and Remediation**

For a Client's remote environment to qualify for an SLA, Company must perform an audit of the environment to ensure it is in compliance with manufacture and Company best practices. In most cases, Company will perform this audit onsite and will test fail over and redundancy scenarios, as well as documented best practices. Any items found to be outside of these best practices will be noted in a remediation report.  Once all remediation items are resolved (billable under a separate project) the environment will qualify for the Company Remote Managed Services SLA.  **If Company performs the installation, this audit is waived.**

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|   | Table - Remote Managed Service SLA  |
|   | **Type**  | **Description**  | **Availability Guarantee**  | **Qualifier for Service Credit**  |
|   | Audited and Remediated Applications  | Applications configured for application-level failover/ redundancy. SLA is defined as the availability of the application, not the individual components.  | 99.9%  | Yes – for affected services  |
|   | Audited and Remediated Operating Systems  | Network and server operating systems. SLA is defined as the availability of the operating system, not the functionality of the individual services or processes.  | 99.9%  | Yes – for affected services  |
|   | Audited and Remediated Network Components  | Network components configured for network-level failover/ redundancy.  SLA is defined as the availability of the network, not the individual components.  | 99.9%  | Yes – for affected services  |
|   | Non-audited systems, or systems with outstanding remediation tasks  | Applications, operating systems and network components that have not been audited by Company or have outstanding remediation issues.  | N/A  | N/A  |

6.3 Service Credits

Failure to meet the above Service Levels, as measured by Company, during any one calendar month period, will result in a Service Credit in the amount of five percent (5%) of the Net Monthly Base Fees for the affected Services for every whole one (1) hour period of Service disruption. The total Service Credit due to Client for failure to meet the Service Levels in any calendar month shall not exceed the Net Monthly Base Fees for the affected Services for that calendar month.

6.4 Limitations

1.    Exclusions. Notwithstanding anything herein to the contrary, no otherwise applicable Service Level, including any remedies thereunder, shall apply with respect to any Excluded Event. "Excluded Event" means any event that adversely impacts the Service to the extent caused by: (a) the acts or omissions of Client, its employees, consultants, agents or subcontractors; (b) Scheduled Downtime, and testing for which Client has been provided notice; (c) the failure or malfunction of Client-provided equipment; or(d) an event beyond Company's reasonable control. SLA objectives and credits contained herein apply only to Company and Client; they do not apply to clients of Client.

2.    Exclusive Remedy.  **EXCEPT FOR THE TERMINATION PROVISION SET FORTH BELOW, THE SERVICE CREDITS SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF THE SERVICES TO OPERATE IN ACCORDANCE WITH THE SLAS.  ANY DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE LEVEL AGREEMENT MUST BE BROUGHT WITHIN SIX MONTHS OF THE OCCURRENCE OF ANY SUCH DISPUTE OR ACCRUAL OF ANY SUCH CLAIM**. No Services Credits shall be due if Client fails to notify Company in writing of a failure to meet the SLAs within ten (10) days of any such failure. Client's notice of a failure to meet the SLAs must contain the Client's invoice number as shown on its invoice, the dates and times of the unavailability of the Service, and such other Client identification reasonably requested by Company. Service Credits are determined and calculated on a per-occurrence basis, commencing upon the initial awareness (or automated recording) of an outage and ending when the Service has been restored. Under no circumstances will any tests performed by Client or any other party be recognized by Company as a valid metric for outage determination for the purposes of establishing a service credit herein. Service Credits shall be applied within sixty (60) days of the Client's request. In no event shall the Service Credit for any one calendar month exceed the Net Monthly Base Fees.  Notwithstanding anything else herein, if Client is eligible for multiple measures of Service Credits during any calendar month, the total Service Credit issued to Client for that month shall be limited to the largest single Service Credit available.

3.    Service Level Termination Event. Client has the right, but not the obligation, to terminate all or any portion of the applicable Statement of Work for cause upon written notice to Company and without further opportunity for cure if Company fails to meet the SLA obligations contained herein on more than three (3) unrelated occurrences (i.e., separated by time and not arising out of the same root cause) during any consecutive nine (9) month period, and which reasonably represents a material degradation in Services; any such right to terminate must be exercised within three (3) months or is deemed waived.

6.5 Term

The Term of this SOW shall commence on the Effective Date and continue to be in effect for this SOW until the expiration or termination of this SOW or any related Executed Order according to its terms.  Any applicable Executed Order will automatically renew for twelve (12) months unless either Party provides notice at least 90 days prior to the commencement of a renewal term.

6.6 Termination

For Convenience. Client may terminate an Executed Order for any reason or no reason, at its convenience, by providing Company a minimum three (3) months prior written notice; provided, Client shall pay to Company the early termination fee ("Termination Fee") set forth below. Except as otherwise set forth in an applicable Executed Order, the Termination Fee shall apply to any termination of an Executed Order other than pursuant to termination of an Executed Order by Client for cause pursuant to Section 5.1 of the Master Services Agreement.

1.   Lump Sum Payment. As part of the Termination Fee, Client shall pay to Company a one-time lump sum payment in an amount equal to 100% of the Estimated Remaining Value.

2.    Estimated Remaining Value shall mean the number of calendar months remaining between the Effective Date of Termination and the last day of the Term of the applicable Executed Order(s) multiplied by the greater of: i) the Monthly Base Fees; or ii) the average monthly Fees payable by Client during the six- month period prior to the event giving rise to termination rights under the applicable Executed Order(s).

3.    Third-Party Amounts. As part of the Termination Fee, Client shall pay to Company all obligations to third parties owed by Company which are attributable to the termination of the applicable Executed Order.

By its signature below, Client certifies that it has read and agrees to the provisions set forth in this SOW and to the terms and conditions of the Master Services Agreement executed by Company and Client.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work the day and year first written below.

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| **OneNeck IT Solutions LLC**  |   | **Iowa Secretary of State**  |
| By:  |   | By:  |
| *Signature - Authorized Representative*  |   | *Signature - Authorized Representative*  |
| Print Name  |   | Print Name  |
| Title  |   | Title  |
| Date  |   | Date  |