



Workday Adaptive Planning Implementation Services for Visit Orlando

Submitted by:

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Quote Expiration Date: 09 December 2020

1 EXECUTIVE SUMMARY

This SOW details the Professional Services that Active Cyber LLC (“Active Cyber”, or “Supplier”) will perform for Visit Orlando (“Visit Orlando”, or “Customer”), including the deliverables, pricing, and payment schedules during the duration of the contract. The Parties acknowledge that additional SOWs may be entered into between the Parties at such time as additional efforts are initiated. If Customer wishes to secure additional services to implement additional functionality not included in their current software license, or not included in the scope of this SOW, Active Cyber will provide a proposal for such services and develop a separate Statement of Work or change order subject to the Change Order Process defined in the Agreement. The Professional Services will be performed either at Customer location or within an Active Cyber office. Active Cyber anticipates that the majority of the work set forth under a Statement of Work will occur on Active Cyber premises, unless otherwise mutually agreed upon by Customer and Active Cyber.

1.1 Confidentiality Agreement

This Statement of Work (SOW) contains information from Active Cyber which is confidential and privileged. By receiving this Statement of Work, Client agrees to keep the contents confidential and not copy, disclose, or distribute this without written request to and written confirmation from Active Cyber. If you are not the intended recipient, be aware that any disclosure, copying, or distribution of the contents of this document is prohibited. By proceeding, the recipient accepts this confidentially agreement with all of its terms.

Visit Orlando may share this agreement with governmental entities if required to do so by contract.

1.2 Our Understanding

Visit Orlando has decided to adopt Workday Adaptive Planning for FP&A and has decided on Active Cyber for aid in implementation. The objective of the project is to simplify planning process for labor.

2 APPROACH

2.1 Project Activities and Deliverables

Scope:



Phase 1:

- Project Preparedness
 - Offsite requirements gathering and design working session (Up to 4 hours)

Phase 2:

- Personnel model will be simplified with the below mentioned details (including but not limited to):
 - average assumptions for benefits
 - no individual allocations across markets
 - simplified payroll tax calculations
 - easier to use interface for planning
- Documentation of the simplified planning process for labor
- Go Live / Hypercare
 - Up to 4 hours for UAT support

General Deliverables and assumptions:

- All work will be completed in a Workday Adaptive Planning production environment
- Business Analysis and Design Sessions to be held with client
- Project Documentation (Project Plan, Project Status reports)
- Model Design Documentation
- Guidance of testing activities
- Production Support and Issue Resolution (2 weeks)
- Transfer to Active Cyber Managed Services Support

Customer Responsibilities:

- Complete the [Getting Started: Introduction to Modeling](#), and [Operational Modeling Basics](#), course in the Workday Adaptive Planning Learning Management System (LMS) prior to the Project Kickoff.
- Login to Customers' Adaptive instance to validate access to the Service
- Provide data to Active Cyber PS as requested
- Ensure attendance of Customer Core Team at the Project Kickoff call
- Review and sign off on the Project Plan
- Specify the processes, formats, formulas, data flows and logic required in the form of a Microsoft Excel file and other documented examples for all in scope processes;
- Participate in meetings and working sessions to provide input into the requirements;
- Provide data for the initial imports in the format defined by Active Cyber PS;
- Validate each component of the solution as it is delivered by Active Cyber PS including all data imports.
- Develop a test plan for User Acceptance Testing (UAT).

2.2 Out of Scope

General Out of Scope Items

- Any activity not specifically included in the Project Activities and Deliverables Section (2.1) of this SOW.

3 PROJECT EFFORT & COSTS

3.1 Level of Effort

Active Cyber will provide consulting services in accordance with the existing Master Services Agreement. The project start date will be determined after all contracts are signed. The Active Cyber resources will be utilized at varying levels throughout the project duration as part of the plan which will be jointly developed with the customer as part of the project kickoff and workshops.

The schedule and fees listed in the table below are estimates based on information the Customer has provided to Active Cyber. This estimate does not represent a commitment or guarantee of minimum or maximum hours required to complete the tasks described above. Should there be any change to project schedule, or the information that effects the basis of the estimate, Active Cyber will notify the Customer, and the parties will work in good faith to execute a Change Request Form or additional Statement of Work in accordance with Section 6 below and to minimize the impact to changes in the scope of the engagement.

Customer should budget thirty percent (30%) over the estimate stipulated in the Fees Table below to cover potential increases in hours. Any expenses that exceed the expenses detailed below will require Customer approval before billing.

A potential increase in hours may occur for, but is not limited to, any of the following reasons:

- Extended discovery sessions required to understand Customer's requirements and determine scope;
- Customer's project team struggles to meet deadlines and Cooperate, as defined below. Examples include:
 - failing to complete "to do" items in a timely fashion,
 - failing to regularly participate in status meetings,
 - recurring, significant modifications of the scope; or
 - recurring challenges related to data sourcing and/or data quality.

3.2 Cost Estimate




FP&A Estimation			
Project Area		Hours	Cost
Project Planning	T&M	11	\$2,200.00
Deployment	T&M	31	\$6,200.00
Hypercare	T&M	5	\$1,000.00
Totals		47	\$9,400.00

The bill rate will be \$200 per hour.

3.3 Expenses

Active Cyber strives to utilize resources local to a client project site whenever feasible. In addition, Active Cyber will work with the client to facilitate remote access for project team members to cut down on potential travel expense.

In the event non-local Active Cyber resources are utilized, Customer agrees to reimburse Active Cyber for preapproved travel expenses incurred by those resources resident outside the client project site area. These expenses will be limited to reasonable actual costs incurred in the travel to and from the project site location, as well as lodging, meals, and local transportation as required. No alcohol will be reimbursed in accordance with the client travel policy. Preapproval of all expenses must be agreed to in writing by Customer prior to those costs and expenses being incurred by Active Cyber. Expenses that are not approved by Customer in writing may be reimbursed at Customer's sole discretion.

Reimbursements of travel expenses shall be made on the basis of itemized statements submitted by Active Cyber and include actual bills, receipts, or evidence of expenditures.

Travel expenses are not included in the estimated costs presented above and Active Cyber will adhere to the corporate T&E Policy as described and agreed to in the executed MSA.

4 ASSUMPTIONS

Customer Assumptions:

The Customer will:

- Remain engaged throughout the duration of the Professional Services by actively participating, providing requested information, and otherwise completing its obligations as set forth in this SOW in a timely manner (“Cooperate.”)
- Customer will assign a dedicated resource that is empowered to make final decisions on behalf of Customer.
- Customer will ensure that there is a clear line of communication and assignment of responsibilities within its implementation team.
- Customer will assign resources with the knowledge of the current models and the aptitude to configure the Software.
- Customer will be responsible for making any modifications or corrections to Customer’s configuration once it has been implemented.
- Establish a communication and escalation plan including assigning appropriate resources who are knowledgeable about the technical and business aspects involved in the project including a dedicated Practice Lead.
- Provide access to any third-party services or software, as required.
- Complete any and all necessary testing.
- Be responsible for all hardware/virtual machines operating system(s), browser(s), commercial application(s), code for custom developed applications, application/web server(s), directory(s), database, network, proxy, and firewall maintenance and security as well as an active backup and recovery strategy as applicable for the aforementioned.
- Provide complete and accurate data and information for the solution development.

Prepare and manage all corporate communications and training activities to promote greater adoption and higher satisfaction from Users. Sample communication templates may be provided for Customer use.

General Project Assumptions

- Any service or activity not specifically included in this SOW is not included in the scope of this engagement.
- Active Cyber and Customer will work together in good faith to resolve any project issues quickly.
- Active Cyber’s timely performance of the Professional Services are conditioned on Customer continuing to Cooperate. If Customer is unable to Cooperate in a timely manner, not to exceed five (5) business days, Active Cyber may “Suspend” its performance and the Professional Services will be deemed complete and Active Cyber resources may be assigned to other projects. Should Active Cyber Suspend the Professional Services, all Professional Services Fees paid or payable associated with services already completed shall be considered earned in full and any services listed in this SOW not completed and associated Fees not earned will be voided. Any and all services requested by the Customer following such Suspension will require Customer to send a written request to Active Cyber seeking re-engagement and execution of a new SOW. Upon execution of a new SOW, Active Cyber will promptly resume the Professional Services. Active Cyber cannot guarantee that the original resources will be re-assigned to the Professional Services and additional hours may be required.
- Scheduling for the Professional Services to be performed are based upon a first come first serve basis and will be mutually agreed upon by the parties prior to the commencement of the Professional Services hereunder.
- The Professional Services will be conducted remotely and offsite. Should any work be required at Customer’s site, travel expenses shall be invoiced in accordance with the Agreement and Customer will provide Workday Adaptive Planning resources an adequate work environment.

5 TERMS SUMMARY

5.1 Invoicing; Customer Payment Obligation

Active Cyber will invoice for the stated fees in monthly invoices with Net 30 Terms from the date of invoice*. For Managed Services, the Customer will be invoiced at the start of the term for the entirety of the initial service duration*. This project will not be scheduled to start until Active Cyber receives signed copies of this SOW and any other required contracts and/or Purchase Order.

Customer acknowledges and agrees that by accepting this engagement, Active Cyber is dedicating resources to the performance of its Professional Services pursuant to this SOW and foregoing other client opportunities. Customer agrees to pay 50% of the aggregate fees stated in this SOW within 30 days of the execution of this SOW (the "Engagement Deposit"). The Engagement Deposit is non-refundable and is due and payable in accordance with this SOW regardless of any termination of this SOW by Customer.

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Active Cyber will designate a Project Manager as the principal point of contact for the project and will charge a minimum of five (5) hours per week for project administration. For Enterprise Architects and Technical Consultants, i) On-site work shall be charged at a minimum of eight (8) hours per day, unless mutually agreed to in advance, and ii) Remote work shall be charged at a minimum of four (4) hours per day.

Active Cyber will submit a Time and Activity Report for the previous period's Professional Services that Customer shall promptly review and approve. If Customer believes, in reasonable good faith, that any information in the Time and Activity Report is inaccurate, Customer shall have five (5) business days from receipt of the Time and Activity Report to dispute such inaccuracy ("Dispute Period"). Customer hereby waives any dispute with respect to Professional Services described on a Time and Activity Report that Customer does not dispute during the Dispute Period.

*Not inclusive of expenses. Customer agrees to reimburse Active Cyber for travel expenses per travel policy. Reimbursements of travel expenses shall be made on the basis of itemized statements submitted by Active Cyber and may include actual bills, receipts, and evidence of expenditures.

Note: Active Cyber has attempted to accurately estimate the level of effort necessary to complete the project based on information provided by Customer, and will use commercially reasonable efforts to complete the tasks associated with this Statement of Work. Deviations or inaccuracies of information provided by Customer may result in increased costs and/or expenses not anticipated in estimating this SOW and will be addressed via a Project Control Request (PCR). Active Cyber is not responsible for performance under this Statement of Work pursuant to the SOW estimates in the event any of its estimates were based on information from Customer that was inaccurate or incomplete.

Please submit all payments to the following address:

Active Cyber, LLC.
16000 Dallas Parkway, Ste. 550
Dallas, TX 75248
Attn: Accounting
accounting@activecyber.com

Please provide customer billing information:

Name: keith swider
 Email: keith.swider@visitorlando.com
 Phone: 407-748-9219
 Address: 6277 SeaHarbor Dr Orlando FL 32821

6 CHANGE CONTROL PROCESS

Should the scope of this SOW change, the changes will be addressed through a Change Request Form, a copy of which is attached hereto as Appendix A, provided by the party requesting the change to the other party. Active Cyber will work with Customer to determine the impact to the project schedule or cost. A Change Request Form will become effective when signed by both parties. Until a Change Request Form is executed, Active Cyber will continue performing the Professional Services in accordance with this SOW. Upon execution of a Change Request Form, resources will be allocated in accordance with the altered scope. A Change Request Form must be completed for every scope change even if there is no impact on effort, resources, budget or timeline.



Contact: [Viktoriya Hristova viktoriya.hristova@activecyber.com](mailto:Viktoriya.Hristova@activecyber.com)

Active Cyber SOW

SOW Agreement and Notice

This Statement of Work contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this SOW shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Statement of Work.

Visit Orlando		Active Cyber	
By:	Keith Swider	By:	Steven Rogers
Sign:	 <small>F259CFCF562E4B3...</small>	Sign:	 <small>ECD94481AC594E4...</small>
Title:	VP of Finance and Business Affairs	Title:	Founder
Date:	9/22/2020	Date:	9/22/2020

APPENDIX A
SAMPLE CHANGE REQUEST FORM

Instructions: Please submit one Change Request Form per change request so that they may be approved and managed individually. An Active Cyber Project Manager will supply the customer with a change request form.

Change Request:

Request Details	
Customer Name:	
Requestor Name:	
Requestor Title:	
Date Requested:	
Customer Priority:	

Change Order Details	
Change Order #	<i>[Assigned by Active Cyber Technical Engagement Manager]</i>
Associated with SOW Name:	
Requested Change Detail:	
Reason for Change:	

Impact Analysis:

Project Schedule			
Milestone	Original Date	New Date	Change Remarks

Project Financials	
Increase/Decrease in hours:	
Increase/Decrease in cost:	

Approvals:

On behalf of Customer		
Name:	Title:	Date Signed:
Comments:		

On behalf of Active Cyber, Inc.		
Name:	Title:	Date Signed:
Comments:		