

	<ul style="list-style-type: none"> • [REDACTED]
Pre Health Check	<ul style="list-style-type: none"> • Carry out a health check of the system. • Document the status of the health check.
[REDACTED]	<ul style="list-style-type: none"> • Check and report on the required prerequisites. ■ [REDACTED] • Install Collector(s) as specified in sizing. • Onboard data sources to relevant Collector(s) as specified in sizing.
[REDACTED]	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> • [REDACTED] ■ [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] ■ [REDACTED] • [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] • [REDACTED] • [REDACTED]
Final Health Check	<ul style="list-style-type: none"> • Carry out a health check of the system. • Document the status of the health check.
Project Closure	<ul style="list-style-type: none"> • Present closing engagement summary.

██████████ Licensing

██████████, 751 users. ██████████, 1501 users. Two (2) ██████████

Project Terms

Project Scheduling/Delays: Project will start as soon as administratively possible. Project scheduling is subject to staff availability and requests must be made to the assigned project manager. For remote Services, hours will be scheduled in a minimum of two (2) hour blocks and an estimated eight (8) Service hours per week. Provider reserves the right to invoice Customer for time reserved for meetings that are cancelled less than forty-eight (48) hours prior to scheduled meeting time.

Project Assumptions

The following assumptions were used to develop the project budget. If any of these assumptions prove inaccurate, a Change Request may be required to remove the assumption which may increase or decrease the project timeline and/or fees.

1. ██████████ **will work with Customer on the** ██████████ **to ensure proper sizing of** ██████████ **prior to Provider engaging.** ██████████ **will provide a** ██████████
██████████ :
2. Any errors, incompatibilities, ██████████
██████████ will be addressed through a Change Request.
3. The Services do not include the provision of and cost for ██████████
██████████ unless explicitly detailed in this SOW.
4. Any tools, scripts, methods used by Provider under this SOW that are provided to Customer are provided with no support beyond the hours or terms detailed in this SOW. Customer is responsible for use of said tools, scripts or methods after this SOW is completed.
5. The Services may include advice and recommendations. Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Provider is not providing legal or regulatory advice.
6. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to its or its affiliates' business or operations.
7. Any configuration or modification made by Provider to any third-party software or materials provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer and/or the End-User with the applicable third party.

Customer Responsibilities

Customer agrees that failure to deliver any of these responsibilities will impact the project's commercial structure, which may include adjustments in time, scope, or both.

1. Assign a single point of contact to act as Project Manager.
2. Provide remote access for Provider resources to required systems within ten (10) Business Days of project kickoff.
3. ██████████
██████████

-
4. Both parties agree to provide timely and diligent responses to each other's communications. Parties will promptly communicate any delays or changes in contact details. Failure to meet response timeframes may result in written Change Request.
 5. Notify Provider of any relevant issues of which Customer is aware that will impact the Services. Failure to do so may result in a Change Request and additional costs outside of this SOW.
 6. Provide Provider with access to any equipment necessary to determine the [REDACTED]. Such access may include [REDACTED].
 7. Ensure all [REDACTED] is deployed, [REDACTED] [REDACTED] of project kickoff.
 8. Confirm that all required [REDACTED] is provided as needed.
 9. [REDACTED] l approvals as needed to allow [REDACTED] s.
 10. **The parties may mutually agree in writing to extend the Period of Performance if necessary to complete the Services.**

This SOW will remain in effect for a period of twelve (12) months (Service Expiration).

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project’s prioritization is demoted, and Customer resources are reallocated causing the project’s schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller’s assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$21,655.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SoW	100%	\$21,655.00
Totals	100%	\$21,655.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Lake County	18 N County St, Waukegan, IL 60085

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

LAKE COUNTY

By: _____

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

18 N COUNTY ST FL 8, ACCOUNTS PAYABL

Vernon Hills, IL 60061

WAUKEGAN, IL 60085-4304