



STATEMENT OF WORK

Project Name:	LakeCo-2023.07-RAIL2	Seller Representative: Damian Gonzalez +1 (312) 705-9512 damigon@cdwg.com
Customer Name:	LAKE COUNTY	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Dell/EMC	Solution Architect:
Date:	August 30, 2023	
Drafted By	Angela Tran	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and LAKE COUNTY (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain National IPA Stretch Agreement 2018011-01 between CDW Government LLC and the County of Lake dated February 17, 2022 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

Provider will perform the following Services under this SOW:

PRODEPLOY ADDITIONAL DEPLOYMENT TIME -TECHNICAL RESOURCE

Provider personnel or authorized agents ("Provider Personnel") shall work closely with Customer's staff to perform the services specified below ("Services"), subject to Customer satisfying the "Customer Responsibilities" detailed in this document.

During this part of the service, Provider:

- Develops a Dell EMC based solution, or alternately, validates a customer-provided design of such solution. Representative design activities may include:
 - Identification of hardware and/or software components and requirements.
 - Identification of required network configuration, capacity, and speed considerations.

- Reviews customer data migration, archive, and/or data/application availability requirements and considerations.
- Development of a high-level solution design documentation.
- Identification of next steps required.
- Reviews and consults on implementation/cut-over plans as provided by Customer.
- Performs site audits.
- Installs/Uninstalls supported hardware platforms.
- Configures dial/connect home technologies.
- Performs diagnostics to determine if issue is related to non-Dell EMC products.
- Makes configuration changes.
- Provides product recertifying
- Provides a basic Knowledge Transfer of the implemented products and features.
- Performs other applicable service activities.
- Manages Provider resources assigned to the project.
- Determines the engagement process and schedule
- Develops a high-level Project Plan with critical path events and milestones.

ITEMS/SERVICES PROVIDED

Provider will provide Customer with the following Items/Services provided in connection with the Services:

- No Items/Services provided

PROVIDER STAFFING

Provider will provide appropriate Provider Personnel to perform the Services specified in the “Project Scope” section above.

CUSTOMER RESPONSIBILITIES

Customer’s timely provision to Provider of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer is responsible for ensuring that all Customer data has been backed-up prior to commencement of the Services. Provider assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

SERVICE SCHEDULE

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by Provider of Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of Provider’s invoice to use the Services described herein (“Service Period”). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed by Provider, and provided that Provider and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer’s master agreement that authorizes the purchase of these Services, then such master agreement will take precedence over this Service Brief. Completion of the Scope of Services described in this Service Brief and delivery of Items/Services provided to Customer, if applicable, shall constitute full performance of the Services notwithstanding any amount of time or hours set forth on any SOW or invoice that Customer receives describing the Services. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services unless otherwise agreed between Provider and Customer, and provided that Provider and Customer will comply with applicable laws, and in the event of a conflict between this provision and Customer’s master agreement that authorizes the purchase of these Services, then such master agreement will take Precedence over this Service Brief.

SERVICES SCOPE CHANGES

Any changes to the Services, the schedule, charges or this document must be mutually agreed upon by Provider and Customer (Project Sponsor Erik Karlson) in writing. Depending on the scope of such changes, Provider may require that a separate SOW

detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms, be executed by the parties.

SERVICES SCOPE EXCLUSIONS

Provider is responsible for performing only the Services expressly specified in this document.

All other services, tasks, and activities are considered out of scope. Customer will maintain a current version of an anti-virus application continuously running on any system to which Provider is given access and will scan all Items/Services provided and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in particular, shall provide for a daily back-up process and back-up the relevant data before Provider performs any remedial, upgrade, or other works on Customer's production systems. To the extent Provider's liability for loss of data is not anyway excluded under the Existing Agreement or this document, Provider shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

FIXED SERVICE FEE AND INVOICING SCHEDULE

The Services described in this document are delivered on consecutive days during Service Provider's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding Service Provider and local holidays). However, some Services may require scheduling by Service Provider for delivery outside of normal business hours due to the nature of the Services being performed (e.g. on-site hardware deployment).

The Services described in this document are performed on a fixed price basis at the fees specified in the applicable Service Provider SOW.

The Services will be delivered using Service Provider's standard delivery model, which may include onsite and/or offsite delivery of the Services. If Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section in this document. If Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section, Service Provider and Customer agree that Service Provider's standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.) Invoices are issued upon Service Provider's receipt and approval of Customer's purchase order.

Customer authorizes Service Provider to invoice for and shall pay additional amounts related to changes or exceptions to the Services.

PRODEPLOY PLUS FOR VXRAIL

Provider personnel or authorized agents shall work closely with Customer's staff to perform the services specified below ("Services"), subject to Customer satisfying the "Customer Responsibilities" detailed in this document.

- VxRail Clusters: 18
- Number of VxRail Nodes: 18

During this part of the service, Services personnel:

- Reviews the completed Deployment Plan with Customer to get acceptance and verify accuracy of documented configuration details.
- Performs pre-deployment validation to verify requirements are met.
- Validates that Customer-provided ToR switch meets the requirements for VxRail deployment.
- Validates that Customer-provided external vCenter meets the requirements for VxRail deployment.
- Conducts a deployment review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Performs physical installation of VxRail nodes, including racking, cabling, connecting to ToR switch, and powering up.
- Provides project-specific physical installation instructions as well as active expert guidance for Customer.

- Deploys and configures VxRail cluster per Customer requirements.
- Enables Data-At-Rest-Encryption (DARE) on the vSAN datastores, if required, and if VMware approved KMS server is accessible.
- Verifies that the nodes are added to the VxRail cluster.
- Performs secure remote support client setup and verifies connectivity.
- Completes deployment verification.
- Registers Customer to receive product alerts.
- Conducts a basic Knowledge Transfer.

PROJECT MANAGEMENT

The following activities included in all services (including customer-selected Supplemental Deployment Services) focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages Provider resources assigned to the project.
- Works with Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues, and potential risks. The frequency of the meetings will be mutually agreed upon by Customer and Provider.
- Coordinates project closeout.

30 DAY POST-DEPLOYMENT CONFIGURATION ASSISTANCE

For up to 30 days after the deployment date, Provider will provide remote configuration assistance for the purchased Supported Products and components included with this Service. If you have configuration questions after Provider deployment team has left your site, call Dell technical support for initial assistance. If more in-depth assistance is needed, Dell Technical support will engage the appropriate team to schedule time to assist you with configuration support.

ITEMS/SERVICES PROVIDED

Provider will provide Customer with the following items/services provided in connection with the services:

- Deployment Plan
- As-Deployed Configuration
- Deployment Verification
- VxRail STIG Assessment Index:

This item/service provided is specific to the ProDeploy Add-on STIG Security Hardening for VxRail service.

SERVICES SCOPE CHANGES

Any changes to the Services, the schedule, charges or this document must be mutually agreed upon by Provider and Customer (Project Sponsor Erik Karlson) in writing. Depending on the scope of such changes, Provider may require that a separate SOW detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms, be executed by the parties.

SERVICES SCOPE EXCLUSIONS

Provider is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which Provider is given access and will scan all Items/Services provided and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in-particular, shall provide for a daily back-up process and back-up the relevant data

before Provider performs any remedial, upgrade, or other works on Customer's production systems. To the extent Provider liability for loss of data is not anyway excluded under the Existing Agreement or this document, Provider shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

The following are excluded from the scope of the ProDeploy Plus Add-on STIG Security Hardening for VxRail Add-on service:

- Components external to the VxRail cluster.
- Certificates.
- KMS (vSAN encryption) server.
- External vCenter.
- VCF on VxRail.
- 2-node cluster architecture.
- Stretched-cluster configuration.

The following activities are not included in the scope of this document:

- Post-delivery support on Security Technical Implementation Guide (STIG) hardened items/services provided.
- All ProDeploy and ProDeploy Plus services have a planning component. This is designed to gather information about Customer environment so that successful integration and deployment may take place. It is NOT a substitute for strategic assessment or design services. Those consultative services may be purchased from Provider separately.
- Activities related to the existing Customer data center environment such as de/installation, re/configuration, connection, troubleshooting, etc.
- Custom scripting, coding, performance tuning or optimization.
- Installation, configuration, or migration of any applications, web technologies, databases, virtualized networking, or other software except when explicitly described in the Project Scope above.
- Migrations or movement of Physical to Virtual or Virtual to Virtual compute systems other than those explicitly described in the Project Scope above.
- Data or Application migrations to/from unsupported products, remote data centers, to non-Dell Technologies products.
- Physical installation of computer components such as memory cards, internal storage devices, expansion cards into non-Dell Technologies products.
- Installation or configuration of unsupported products. All Provider- and Customer-supplied components will be validated as supported or not during the planning process. Note that in some instances, Provider may provide guidance for installation and configuration of non-supported products to be completed by Customer.
- Routing of cabling (Network, Power, or Fibre) between racks, or through walls, ceilings, floors, or between rooms.
- Racking of dense or heavy enclosures higher than 21u in a rack or mounting of enclosures higher than the 44u position in any rack.
- Connection to Direct Current power supplies. A qualified electrician must perform all connections to DC power and to safety grounds.

This document does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your Master Services Agreement or Agreement, as applicable

CUSTOMER RESPONSIBILITIES

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Provider to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Provider to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Provider phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

Equipment Readiness. Customer will be responsible for the movement of equipment from the receiving areas of their facility to the site of installation prior to Provider assuming responsibility for equipment de-crate and installation.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Provider) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Provider), if the system does not already include these items. Where services require customer hardware installation activities, customer will provide appropriate resources and tools required (at no cost to Provider) and engage Provider for expert guidance needed during the installation and cabling of the hardware products.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on www.dell.com/support supported products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Provider in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. PROVIDER WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO PROVIDER;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY PROVIDER OR A THIRD-PARTY SERVICE PROVIDER.

Provider will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Third Party Warranties. These Services may require Provider to access hardware or software that is not manufactured by Provider. Some manufacturers' warranties may become void if Provider or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Provider's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Provider does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Additional Customer Responsibilities. The following are additional responsibilities of Customer:

- Provide Provider personnel with workstation(s) to enable access to the software identified in this document.
- Provide Provider personnel with access to Customer systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent), and resource personnel who will participate in the Knowledge Transfer, if applicable.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Obtain and provide, at its own cost and expense, all third party licenses and maintenance agreements necessary for Provider to complete the project.
- Obtain licenses and related maintenance support under separate SOW for any necessary Dell products before the commencement of Services.
- Manage site facility preparation, including but not limited to cabling, HVAC, and power.

SERVICES SCHEDULE

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by Provider of Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of Provider invoice to use the Services described herein ("Services Period"). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed to by Provider. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Provider business hours are Monday through Friday (8:00 AM to 6:00 PM Customer local time) unless otherwise specified.

Some services activities may be performed outside of normal Provider business hours based upon Customer request and local regulations. Work will be performed in increments of up to 8 hours per day, unless mutually agreed to in advance with Provider. No activities shall take place during local, state and/or country holidays.

The Services described in this document are performed on a fixed price basis at the fees specified in the applicable Service Provider SOW.

The Services will be delivered using Service Provider's standard delivery model, which may include guided hardware installation, onsite and/or offsite delivery of the Services. If Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section in this document. If Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section, Services Provider and Customer agree that Services Provider's standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.)

Invoices are issued upon Services Provider's receipt and approval of Customer's purchase order.

Customer authorizes Services Provider to invoice for and shall pay additional amounts related to changes or exceptions to the Services.

PRODEPLOY PLUS FOR RECOVERPOINT FOR VIRTUAL MACHINES

Provider personnel or authorized agents shall work closely with Customer's staff to perform the services specified below ("Services"), subject to Customer satisfying the "Customer Responsibilities" detailed in this document. ProDeploy Remote for RecoverPoint for Virtual Machines

Service Quantities	ProDeploy Plus for RecoverPoint for Virtual Machines
Sites	2
Virtual machines that require protection	1
Virtual RecoverPoint Appliances (vRPAs):	4
ESXi servers that host the vRPA cluster	2
ESXi servers that host protected VMs	1
Virtual RecoverPoint Appliance Clusters	2
vCenter servers	2
RecoverPoint for VM systems	2
ESXi servers that host replica VMs	1
Consistency Groups	1

During this part of the service, Provider:

Service Tasks	ProDeploy Plus for RecoverPoint for Virtual Machines
Conducts a deployment review meeting.	<input checked="" type="checkbox"/>
Meets with Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by Customer, and provides Customer with a list of required or beneficial updates.	<input checked="" type="checkbox"/>
Reviews and obtain the site technical requirements with Customer.	<input checked="" type="checkbox"/>
Verifies that the existing environment meets the minimum hardware and software requirements for the solution.	<input checked="" type="checkbox"/>
Creates a valid Deployment Plan based on Customer's hardware and software configuration.	<input checked="" type="checkbox"/>
Validates prerequisites for RecoverPoint for Virtual Machines implementation including compatibility, licenses, credentials, data stores, and networks.	<input checked="" type="checkbox"/>
Installs and configures virtual RecoverPoint appliances (vRPAs).	<input checked="" type="checkbox"/>
Installs and connects vRPA clusters.	<input checked="" type="checkbox"/>
Registers vCenter servers in RecoverPoint for VMs systems.	<input checked="" type="checkbox"/>
Licenses, registers, and enables support for RecoverPoint for VMs systems.	<input checked="" type="checkbox"/>
Registers data stores and ESXi clusters.	
Creates RecoverPoint replicas of virtual machines.	<input checked="" type="checkbox"/>
Creates consistency groups and defines replication policies.	<input checked="" type="checkbox"/>
Monitors consistency groups initialization.	<input checked="" type="checkbox"/>
Performs tests in the Test Plan for Customer.	<input checked="" type="checkbox"/>
Completes and delivers the Deployment Plan.	<input checked="" type="checkbox"/>
Completes Knowledge Transfer to Customer	<input checked="" type="checkbox"/>

PROJECT MANAGEMENT

The following activities included in all services (including customer-selected Supplemental Deployment Services) focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages Provider resources assigned to the project.
- Works with Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.

- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues, and potential risks. The frequency of the meetings will be mutually agreed upon by Customer and Provider.
- Coordinates project closeout.

30 DAY POST-DEPLOYMENT CONFIGURATION ASSISTANCE

For up to 30 days after the deployment date, Provider will provide remote configuration assistance for the purchased Supported Products and components included with this Service. If you have configuration questions after Provider deployment team has left your site, call Dell technical support for initial assistance. If more in-depth assistance is needed, Dell Technical support will engage the appropriate team to schedule time to assist you with configuration support.

ITEMS/SERVICES PROVIDED

Provider will provide Customer with the following items/services provided in connection with the Services:

- Deployment Plan
- Deployment Verification
- As-Deployed Configuration Report

SERVICES SCOPE CHANGES

Any changes to the Services, the schedule, charges or this document must be mutually agreed upon by Provider and Customer (Project Sponsor Erik Karlson) in writing. Depending on the scope of such changes, Provider may require that a separate SOW detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms, be executed by the parties. Either party may request a change in scope by completing the Change Order Form provided by the Project Manager.

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

SERVICES SCOPE EXCLUSIONS

Provider is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which Provider is given access and will scan all Items/Services provided and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in-particular, shall provide for a daily back-up process and back-up the relevant data before Provider performs any remedial, upgrade, or other works on Customer's production systems. To the extent Provider liability for loss of data is not anyway excluded under the Existing Agreement or this document, Provider shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

The following activities are not included in the scope of this document:

- All ProDeploy and ProDeploy Plus services have a planning component. This is designed to gather information about Customer environment so that successful integration and deployment may take place. It is NOT a substitute for strategic assessment or design services. Those consultative services may be purchased from Provider separately.
- Activities related to the existing Customer data center environment such as de/installation, re/configuration, connection, troubleshooting, etc.
- Custom scripting, coding, performance tuning or optimization.
- Installation, configuration, or migration of any applications, web technologies, databases, virtualized networking, or other software except when explicitly described in the Project Scope above.

- Migrations or movement of Physical to Virtual or Virtual to Virtual compute systems other than those explicitly described in the Project Scope above.
- Data or Application migrations to/from unsupported products, remote data centers, to non-Dell Technologies products.
- Physical installation of computer components such as memory cards, internal storage devices, expansion cards into non-Dell Technologies products.
- Installation or configuration of unsupported products. All Provider- and Customer-supplied components will be validated as supported or not during the planning process. Note that in some instances, Provider may provide guidance for installation and configuration of non-supported products to be completed by Customer.
- Routing of cabling (Network, Power, or Fibre) between racks, or through walls, ceilings, floors, or between rooms.
- Racking of dense or heavy enclosures higher than 21u in a rack or mounting of enclosures higher than the 44u position in any rack.
- Connection to Direct Current power supplies. A qualified electrician must perform all connections to DC power and to safety grounds.

This document does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your Master Services Agreement or Agreement, as applicable.

CUSTOMER RESPONSIBILITIES

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Provider to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Provider to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Provider phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

Equipment Readiness. Customer will be responsible for the movement of equipment from the receiving areas of their facility to the site of installation prior to Provider assuming responsibility for equipment de-crate and installation.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Provider) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Provider), if the system does not already include these items. Where services require Customer hardware installation activities, Customer will provide appropriate resources and tools required (at no cost to Provider) and engage Provider for expert guidance needed during the installation and cabling of the hardware products.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on <https://www.dell.com/support/supported-products>. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Provider in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. **PROVIDER WILL HAVE NO LIABILITY FOR:**

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;

- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO PROVIDER;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY PROVIDER OR A THIRD-PARTY SERVICE PROVIDER.

Provider will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Provider will not be responsible for configuration changes of existing iSCSI environment.

Third Party Warranties. These Services may require Provider to access hardware or software that is not manufactured by Provider. Some manufacturers' warranties may become void if Provider or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Provider's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Provider does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Additional Customer Responsibilities. The following are additional responsibilities of Customer:

- Make appropriate system maintenance windows available for Provider (or authorized agents) as needed to prepare equipment.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Provide the server that is designated to run the VxFlex Installation Manager with network connectivity to all servers used for VxFlex.
- Provide the required license(s) for the operating system to be installed as part of this service.
- Provide at least one technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information necessary to perform this service.

SERVICES SCHEDULE

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by Provider of Customer's purchase order for this Service.

Customer shall have twelve (12) months from the date of Provider's invoice to use the Services described herein ("Services Period"). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed to by Provider. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Some services activities may be performed outside of normal Provider business hours based upon Customer request and local regulations. Work will be performed in increments of up to 8 hours per day, unless mutually agreed to in advance with Provider. No activities shall take place during local, state, and/or country holidays.

The Services described in this Service Brief are performed on a fixed price basis at the fees specified in the applicable, separate Provider SOW.

The Services will be delivered using Provider's standard delivery model, which may include guided hardware installation, onsite and/or offsite delivery of the Services. If Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section in this Service Brief. If Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section, Provider and Customer agree that Provider's standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.)

Invoices are issued upon Provider's receipt and approval of Customer's purchase order.

Customer authorizes Provider to invoice for and shall pay additional amounts related to changes or exceptions to the Services.

SERVICES OUT OF SCOPE

Provider will only sell Services to an Customer who agrees to this out of scope provision and acknowledges acceptance. For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for Customer under this SOW.
3. Any post-delivery support to the Items/Services produced.

The terms of this SOW do not confer on Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, Provider will provide a SOW for such out of scope services, pursuant to the Change Management Process described below.

CUSTOMER RESPONSIBILITIES

Provider will only sell Services to an Customer who agrees in writing to these responsibilities and acknowledges acceptance. Customer will provide reasonable and timely cooperation to Provider in its performance of the Services. If Customer fails to fulfill one or more of the following responsibilities, Provider will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying Provider Services in writing of: a) any changes Customer makes to its information technology environment that may impact Provider Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide Provider Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which Provider Services is given access and will scan all Items/Services provided and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Provider performs any work on Customer's production systems.
4. Developing or providing documentation, materials and assistance to Provider.
5. Unless this SOW specifically requires Provider to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, Provider will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Provider under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
6. Ensuring Provider personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet Providers' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to Provider in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Item/Service provided presentations. Customer Contact will ensure that any communication between Customer and Provider are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“**Technical Contacts**”). Provider may request that meetings be scheduled with Technical Contacts.
10. Making appropriate service outage windows available for Provider as needed.
11. The physical and network security of Customer environment.
12. Providing all documentation on Provider standard templates unless both parties agree otherwise.

SERVICE HOURS

Provider will perform the Services during normal business hours typically 8am to 5pm, except for one hour off for lunch, Monday through Friday, Customer local time and will include travel time to and from Customer location and excludes local holidays, unless other arrangements have been made in writing between Provider and Customer.

COMPLETION AND ACCEPTANCE

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

ESTIMATE REVISIONS

Should Providers’ price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Provider will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

ADDITIONAL PRICING TERMS

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to Provider after such thirty (30) day period, Provider may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2. The price for the Services is based on Customer’s environment as disclosed to Provider and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, Customer will notify Provider in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, Provider may terminate this SOW with notice to Customer.
3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Provider may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by Provider vary by +/- five (5%) percent, Provider has the right to adjust the pricing to reflect such changes.
5. All prices are in USD and are exclusive of all applicable taxes.
6. During the delivery of the Services, if Customer requires changes to a scheduled Provider activity, as defined by prior agreement or as documented in the agreed Provider delivery schedule/plan, with less than <five (5)> business days’ notice to Provider in writing, additional charges will apply where Provider are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don’t reach an agreement on a new schedule within <three (3) months>, Customer will reimburse Provider for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days’ notice to Provider, additional charges may apply.

OTHER PROVISIONS

Provider will only sell Services to a Customer who agrees in writing to these additional provisions and acknowledges acceptance. The Services, including any Items/Services provided, are subject to the following:

1. Provider may use affiliates and subcontractors to perform the Services.
2. Provider may perform all or part of the Services off-site at a Provider location or other location.
3. The Services may be performed outside the country in which Customer and/or Provider is located. From time to time, Provider may change the location where Services are performed and/or the party performing the Services; provided however, Provider shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that Provider will request Customer's participation in a customer feedback survey. Additionally, Provider may approach Customer to serve as reference regarding Providers' performance of the Services. If Customer agrees to be a reference, Customer and Provider will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Providers' customers and potential customers.
 - Customers are invited to join the program at the conclusion of their project for a period of one year.
 - Provider will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - We limit usage of Customer reference to no more than once per month.
 - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. Provider shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Provider or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Provider may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse Provider for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not Provider, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Items/Services provided, and for the accuracy and completeness of all data, information, and materials provided to Provider. Provider is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Providers' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Provider is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Items/Services provided may include advice and recommendations, but 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.
8. Unless this SOW specifically requires otherwise, Provider is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Provider is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Provider and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Provider to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.

9. Provider will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.

To the extent Providers' liability is not anyway excluded under the Agreement, Provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
10. Provider may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
11. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
12. No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Provider' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
13. In the event Customer has not engaged Provider to perform the Services and two (2) months have passed since the later of the Effective Date and Provider's completion of the last Service-related Item/Service provided, without further engagement from Customer, Provider may terminate this SOW by providing thirty (30) calendar days prior written notice.
14. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

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 \$168,135.00.

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
ProDeploy Additional Deployment Onsite Hyper-converged Infrastructure	8%	\$13,920.00
ProDeploy Plus Dell EMC VxRail Deployment	35%	\$60,000.00
ProDeploy Plus Dell EMC VxRail Deployment Verification	2%	\$2,945.00
ProDeploy Plus for Dell EMC RecoverPoint for Virtual Machines	5%	\$9,820.00
Professional Services Consulting Credit Expires after 1 Year	50%	\$81,450.00
Totals	100%	\$168,135.00

EXPENSES

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, Provider will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

TRAVEL NOTICE

Travel time will not be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”)

Location	Address
Lake County Building	18 N County St, Waukegan, IL 60085
Lake County Building	500 Winchester Rd., Libertyville, IL 60048