



Statement of Work for
WS1 Quickstart
County of Collin, Texas

Table of Contents

1	INTRODUCTION.....	3
2	SUMMARY OF SERVICE	4
2.1	Workspace One with Provisioning Quick Start	4
3	ENGAGEMENT DETAILS	4
3.1	Scope of Services	4
3.2	Project Timeline	5
3.3	Services Out of Scope	5
3.4	Assumptions	6
3.5	Customer Responsibilities	6
3.6	Service Hours	7
3.7	Deliverables	7
3.8	Personnel Skills and Qualifications.....	7
4	COMPLETION AND ACCEPTANCE	8
5	PRICING	8
5.1	Estimate Revisions	8
5.2	Expenses	9
5.3	Discounted Funding.....	9
5.4	Additional Pricing Terms	9
6	CHANGE MANAGEMENT PROCESS	10
7	OTHER PROVISIONS	11
8	ENGAGEMENT CONTACTS	13
9	SIGNATURES.....	14
	Appendix A: Change Request Form	15
	Appendix B: Supported Sites	16

1 INTRODUCTION

“Dell EMC Services”	Dell Marketing L.P.
“Dell EMC Services Address”	One Dell Way, Round Rock TX 78682, United States
“Customer”	County of Collin, Texas
“Customer Address”	
“SOW”	This Statement of Work.
“Services”	The services as described in this SOW.
“Agreement”	This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) Collin County. The Services shall be performed in accordance with this SOW and the State of Texas Department of Information Resources Contract DIR TSO-3763. All Customer use of software, online services, or software-enabled Services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement. Confidentiality: All information supplied to customer for the purpose of this SOW is to be considered Dell Confidential.
“Effective Date”	The date of the last signature below.
“Term”	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that Dell EMC Services completes the provision of Services in accordance with this SOW.
“Deliverables”	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by Dell EMC Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the Dell EMC Services standard document format, unless otherwise mutually agreed.
“Reference”	SFDC # 19165996

The terms **“Dell EMC Services”**, **“Dell EMC Services Address”**, **“Customer”**, **“Customer Address”**, **“SOW”**, **“Services”**, **“Agreement”**, **“Effective Date”**, **“Term”** and **“Deliverables”** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites

2 SUMMARY OF SERVICE

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

2.1 Workspace One with Provisioning Quick Start

Workspace One with Provisioning Quick start seeks to provide the Customer with a well-defined implementation solution that will position the customer to expand and leverage Workspace One as their end-point solution in their environment. Key components of the services are as follows:

- Customer completed pre-engagement checklist
- Environment review
- Software configuration (if required)
- Management console introduction (if required)
- Application management and device assignment
- Device provisioning pilot
- Productivity definition and validation
- Knowledge Transfer

3 ENGAGEMENT DETAILS

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

3.1 Scope of Services

Dell EMC Services will perform the following Services under this SOW:

3.1.1 Workspace One Quick Start Scope

The Workspace One Quick Start Activities will include these activities:

- Customer Completed Pre-Engagement Checklist
 - The customer is responsible for completing the requirements on the pre-engagement checklist prior to the environment review. The pre-engagement checklist is sent by the Dell EMC Services Project Manager and contains a detailed checklist and environmental specifications
- Environment Review
 - The environment review is an activity performed to gather data about existing environment into which the software will be implemented.
- Software Configuration (if required)
 - When applicable, some components will need to be configured on the customer's DMZ to access internal directory, identity services, interact with the end-user authentication, and device enrollment to the Workspace One tenant. Dell will provide customer with detail configuration steps and assist in a best effort basis. Additional effort can be added via the Change Order process described herein.
- Management Console Introduction (if required)

- Overview of the features and functionalities of the management console pertaining to the software purchased. The overview will cover general details such as access, navigation, and functionality.
- Application Management and Device Assignment
 - Assistance with the setup of key applications, device assignment and configuration of up to ten (10) applications. (note: assumes Customer has packaged applications for unattended installs prior to service commencement).
 - Application upload to Workspace One
 - Define Organization Group assignment for devices
 - Provisioning files creation (PPKG and Unattended.xml)
- Device Provisioning Pilot
 - Assistance with provisioning up to 25 devices in Customer's environment
- Productivity definition and validation
 - The Service will provide a test plan document to test and validate the installation of the applications from the provisioning files. Customer will be able to see the provisioning process outcome and receive documentation of modifications made from the template for seamless integration.
- Knowledge Transfer

The Service includes basic knowledge transfer for help desk and desktop administrators. The following topics may be covered:

 - Administrative roles and responsibilities
 - Adding applications to Workspace One
 - Creation of provisioning files from the Workspace One console
 - Recovery overview
 - Troubleshooting overview
 - Hand-off of Customer-specific configuration

3.2 Project Timeline

Dell anticipates the Services will span an estimated period of three (3) contiguous business weeks.

3.3 Services Out of Scope

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 the Customer under this SOW.
- 3) Any post-delivery support to the Deliverables produced.
- 4) Resolution or tuning of existing infrastructure performance issues
- 5) Application or imaging services
- 6) Managed deployment services
- 7) Setup/Install of VMware Workspace One Tenant instance in Customer environment

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of

scope services at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

Dell EMC Services has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) Customer's environment may include equipment that is out of warranty. Customer understands the risks of servicing affected equipment. There will be no escalation, hardware break/fix, or troubleshooting of any kind for equipment that does not have a valid warranty.
- 2) The setup of key applications (device assignment and configuration) will be limited to ten (10) key customer applications
- 3) The provisioning pilot will be limited to 25 devices in Customer environment.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell EMC Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

- 1) Promptly notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC 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 Dell EMC 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 Dell EMC Services is given access and will scan all Deliverables 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 Dell EMC Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to Dell EMC Services.
- 5) Unless this SOW specifically requires Dell EMC Services 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, Dell EMC Services 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 Dell EMC Services 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 the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet Dell EMC Services' requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to Dell EMC Services 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 the 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 Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services 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**”). Dell EMC Services may request that meetings be scheduled with Technical Contacts.
- 10) Making appropriate service outage windows available for Dell EMC Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on Dell EMC Services standard templates unless both parties agree otherwise..
- 13) Customer will provide the completed checklist of the Workspace One Quickstart at the start of the Services (Day 1)
- 14) Prior to the start of this engagement :
 - a) Customer will have packaged (for unattended installs) the ten (10) applications that will be setup, assigned, and configured as part of this engagement
 - b) Customer will have set up the VMware Workspace One tenant in their environment

3.6 Service Hours

Dell EMC Services will perform the Services during normal business hours typically 08:00 to 17:00, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell EMC Services and Customer.

3.6.1 Rescheduling

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Management Process to determine the impact, if any, and any related price adjustments.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by Dell EMC Services for Customer under this SOW.

- 1) As Built Documentation
 - a) Documentation highlighting the as-built configuration of the solution

3.8 Personnel Skills and Qualifications

Dell EMC Services will determine the number of personnel and the appropriate skill sets necessary to complete the Services.

4 COMPLETION AND ACCEPTANCE

Upon completion of a Deliverable, Dell EMC Services will submit the Deliverable to Customer accompanied by an acceptance form provided by Dell EMC Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within seven (7) calendar days (the “**Acceptance Period**”) to determine whether or not each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to Dell EMC Services via the acceptance form prior to the end of the Acceptance Period.
- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to Dell EMC Services (a “**Rejection Notice**”) within the Acceptance Period.
 - Upon receipt of a Rejection Notice, Dell EMC Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
 - Thereafter, Dell EMC Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether or not Dell EMC Services has corrected the defects or non-conformities identified in the Rejection Notice.
 - If Customer fails to provide Dell EMC Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
 - If Customer provides a Rejection Notice after the first resubmission of the Deliverable, Dell EMC Services may terminate this SOW.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and Dell EMC Services, the total amount to be noted on the purchase order provided to Dell EMC Services for this SOW is: **\$0.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

Dell EMC Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **\$0.00**

5.1 Estimate Revisions

Should Dell EMC Services’ 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, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.2 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, Dell EMC Services 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.

5.3 Discounted Funding

Dell has made funds available through its Unified Workspace program. These funds are available upon Dell's receipt of this signed SOW and are subject to expiration as specifically noted herein.

Discounted Funding Breakdown:

Item	Value
Total Services Value	\$35,000.00
Less Unified Workspace Funding	-\$35,000.00
Total Services Cost to Customer	\$0.00

Discounted Funding is applicable only to this signed SOW and is subject to expiration on 4/30/20. There is no guarantee of funds until the following is met:

- Signed SOW and Customer PO (if applicable) are submitted and received by Dell, on or before 1/31/20.
- Upon completion of the Services funded in this SOW, Customer will be required to sign and return to Dell a project completion form provided by Dell.
- In consideration for making funds available, Customer agrees to the following:
 - Assist Dell by developing a case study around Customer's experience and consent to public release of the case study.
 - Serve as a reference customer for the Service.
 - Participation with Dell in an Industry Event (i.e. as a panelist, etc.) to discuss the Service experience (at no cost to the Customer).
 - Provide Customer quotes for internal and external Dell marketing. For further details on Dell's case study and reference program, please contact your account team.

5.4 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 Dell EMC Services after such thirty (30) day period, Dell EMC Services 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 Dell EMC Services 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, the Customer will notify Dell EMC Services 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, Dell EMC Services 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, Dell EMC Services 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 Dell EMC Services vary by +/- five (5%) percent, Dell EMC Services has the right to adjust the pricing to reflect such changes.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes.
- 6) During the delivery of the Services, if Customer requires changes to a scheduled Dell EMC Services activity, as defined by prior agreement or as documented in the agreed Dell EMC Services delivery schedule/plan, with less than five (5) business days' notice to Dell EMC Services in writing, additional charges will apply where Dell EMC Services 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 Dell EMC Services 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 Dell EMC Services, additional charges may apply.
- 8) Schedule delays outside of Dell EMC Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – Dell EMC Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – Dell EMC Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and Dell EMC Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor Dell EMC Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties then, if required, a subsequent contract modification will be executed by both parties, prior to Services being performed. In addition, Dell EMC Services shall be relieved of any performance, schedule, milestone, or financial commitments

associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and Dell EMC Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) Dell EMC Services may use affiliates and subcontractors to perform the Services.
- 2) Dell EMC Services may perform all or part of the Services off-site at a Dell EMC Services location or other location.
- 3) The Services may be performed outside the country in which Customer and/or Dell EMC Services is located. From time to time, Dell EMC Services may change the location where Services are performed and/or the party performing the Services; provided however, Dell EMC Services shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell EMC Services will request Customer's participation in a Customer feedback survey. Additionally, Dell EMC Services may approach Customer to serve as reference regarding Dell EMC Services' performance of the Services. If Customer agrees to be a reference, Customer and Dell EMC Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell EMC Services' customers and potential customers.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) Dell EMC Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - c) We limit usage of Customer reference to no more than once per month.
 - d) We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 5) Dell EMC Services 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 Dell EMC Services 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, Dell EMC Services 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 Dell EMC Services 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 Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.

- 7) The Services and resulting Deliverables 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. Dell EMC Services is not providing legal or regulatory advice.
- 8) Unless this SOW specifically requires otherwise, Dell EMC Services 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. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services 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) Dell EMC Services 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.
- 10) Dell EMC Services 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. Dell EMC Services’ fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
- 13) The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this agreement.
- 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.
- 15) Dell may cancel this Service at any time during the Service term for any of the following reasons:
 - a) Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - b) Customer refuses to cooperate with the assisting analyst or on-site technician; or
 - c) Customer fails to abide by all of the terms and conditions set forth in this Service Description.If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer’s invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.
- 16) The Service is not transferable by Customer.
- 17) **DELL’S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL**

ITEM OF EQUIPMENT SHALL NOT EXCEED THE FAIR MARKET VALUE TO REPAIR/REPLACE SUCH EQUIPMENT AS REASONABLY ESTABLISHED BY DELL.

- 18) Dell will at it's sole discretion determine the number of personnel and the appropriate skill sets necessary to complete the services.

8 ENGAGEMENT CONTACTS

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

	Dell EMC Services Document Drafter	Dell EMC Services Sales Contact	Customer Contact
Name	Darrell Vickers	David A. Galvan	
Office Number	631-332-1059	469-247-5764	
Email Address	darrell_vickers@dell.com	David_A_Galvan@Dell.com	

Dell EMC Services will provide the SPOC contact information following receipt of the executed SOW.

9 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return to Dell EMC via email at MD_Deployment@dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

County of Collin, Texas

Dell Marketing L.P.

Signature:

Signature:

Printed Name:.....

Printed Name:.....

Title:

Title:.....

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives and accepts a valid purchase order ("PO") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request Form

The Change Request Form may be found at: www.dell.com/servicecontracts/RFC

Appendix B: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty