Collin County
Blade Center, Cisco, n6040 Implementation Services

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and Collin County ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement #1999085143 (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated hereunder.

SCOPE OF SERVICES

A. **Planning**
   1. Blade Center, Blade and OS configuration Requirements
   2. System to Storage connectivity requirements
   3. Conduct inventory of required materials
   4. Develop Installation Schedule

B. **Blade Center Chassis Implementation (Quantity: 2):**
   1. Cable and Install one chassis into rack
   2. Update all firmware
   3. Configure management module
   4. Configure network switch module(s)
   5. Install and configure SNMP
   6. Configure SNMP to send traps to agents
   7. Configure SNMP to send email messages for error notification
   8. Installation of SAN module(s)

C. **Blade Server Implementation (Quantity: 21)**
   1. Install blade servers and peripherals
   2. Update all firmware
   3. Install operating system (ESX or other operating systems)
   4. Perform network configuration

D. **Cisco Nexus Switches**
   1. The Nexus switches will be installed at the top of the rack used by the blade centers and cabled.
   2. Integration testing will be performed on each blade center server to insure switched circuits are properly installed and configured.
   3. Integration testing will be performed on virtual VM instances to insure connectivity to backend storage are properly configured and functioning.

E. **VMware Implementation**
   1. Prepare system for VMware installation
   2. Install VMware code
   3. Install OS on up to (2) two Virtual Machine's
   4. Perform base customization of OS image on Virtual Machine's
   5. Test & Verify installation

F. **VMware Virtual Center Services**
   1. Create server farm with hosts
   2. Configure DRS, HA and VMotion based on planning session
   3. Push agent software to ESX servers
   4. Install Golden Master VM
   5. Create template for VM deployments

G. VCB Implementation
1. Plan for VCB Implementation
2. Prepare Proxy (Integrate into existing SAN Fabric)
3. Install and Configure VCB Framework
4. Test manual Backup / Restore
5. Configure VCB Mounter (disk to disk backup)
6. Test backup and restore
7. Document procedure

H. N6400 Storage System Implementation (Quantity: 1)
1. Un-box and rack all equipment
2. Cable N6400 and up to (4) four EX4000 expansion units
3. Connect power and perform initial configuration
4. Load updates, as needed
5. Configure NFS, CIFS (if applicable)
6. Configure NFS or CIFS and join to customer domain (if applicable)
7. Configure volumes for NFS, CIFS access, as needed (if applicable)
8. Map LUN's to servers
9. Attach up to (4) four Windows Hosts
10. Implementation the following software module: SnapDrive and SnapRestore for Windows and Data on Tap.
11. Verify Setup

I. SnapManager for Virtual Infrastructure Implementation:
1. Install SM VI on host
2. Create user with CLI (if applicable)
3. Add Storage System
4. Specify VC server
5. Create backup jobs
6. Test backup and restore functionality with SM for VI

J. Project Management
Sirius's Services will provide project management services. The Project Manager will maintain open communication with the designated Collin County team members, manages the technical resources, and coordinates the delivery of products and services. Project management may provide the followings as required:

1. Provide overall project manager for all phases of the projects
2. Conduct a initial project kick off meeting that establishes the goals of the project and its phases, key personnel involved and their roles, creates a project plan with all of the above as well specific milestones with which to identify overall project progress
3. Hold regular meetings with all involved in the project
4. Provide status updates as well as updates to the detailed project plan

RESPONSIBILITIES

Sirius Responsibilities

1. Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
2. Staff this effort with appropriately skilled individuals to perform the Services.
3. Assign a Project Manager who will serve as the primary contact for Customer.
4. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.

2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access, telephones, terminal, access to PC-based printer, remote access to systems (if applicable), and access to an outside telephone line that can be used for internet access.
4. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
5. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
6. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

Joint Responsibilities

1. Sirius and Customer will work together to establish acceptance criteria.

DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. Blade Center configuration documentation
2. Cisco Nexus End-User documentation describing the unit testing methodology.
3. Storage configuration documentation
4. Weekly status reports and/or completion report
5. Knowledge transfer during the implementation of this SOW

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Customer is responsible for ensuring application and or data compatibility. Sirius makes no warranties and or guarantees to application & data compatibility, function or use.
2. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
3. Customer will have the appropriate software and hardware available at the beginning of the project. The necessary hardware environment (operating system, network, ports) is configured appropriately and stable.
4. Sirius will have access to appropriate resources including: network access, telephones and an adequate work area.
5. VMotion or Migration Services will require a separate SOW.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.

FEE SCHEDULE

Services Costs

The Services will be provided for a fixed price of $49,500.00. Customer will be invoiced upon completion of the Services.

Travel Costs

Travel costs are included in the Services costs above provided that two weeks' notice is given to Sirius.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address

SITE OF PERFORMANCE

Performance of the Services will be at the following Customer location(s):

Services Location(s):	Bill To:
2100 Bloomdale Rd. McKinney, TX 75071	210 S. McDonald McKinney, TX 75069

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

NO SOLICITATION

For a period of one year following the completion or termination of the Services provided hereunder, each party hereby agrees that neither such party nor any of its direct or indirect subsidiaries or affiliates (i.e., entities or persons controlled by or under common control of the party) will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party, without obtaining the prior written consent of the other party. This provision will survive the termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of March 18, 2009. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Attn: Services Support Team
Fax: 1-866-206-2816

COLLIN COUNTY

By: _Franklin Ybarbo_

Name: _Franklin Ybarbo_

Title: _Purchasing Agent_

Date: _3/26/09_

PO# (if applicable):

927122

2009- 167-03-12
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SIRIUS COMPUTER SOLUTIONS, INC.

By: _Bonnie M. Johnson_

Name: Bonnie M. Johnson

Title: Senior Vice President, Sales Operations

Date: 3/31/09

SOW Number: 4521

Completion Document	
Customer	**Date**
Project Name	**SOW #**
Customer's Authorized Representative	**Sirius Project Manager or Technical Consultant**
Services Location(s)	**Sirius Phone and Email:** (xxx) xxx-xxxx xxxxx@siriuscom.com

Activities/Tasks	Status

Deliverables Provided

Customer will return this Completion Document in accordance with its instructions within three (3) business days from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of this Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt hereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

Authorization: Services described above have been rendered to Customer's satisfaction and will be charged against the referenced Statement of Work.

CUSTOMER NAME

SAMPLE

Signature _____ **Date** _____

Name (Print) _____ **Title** _____

INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE? ☐ Yes ☐ No
Thank you for considering becoming a Sirius reference for the solution we have provided.

Contact Name _____ **Phone** _____

RETURN INSTRUCTIONS: Please return to the Sirius Services Support Team via email at services.support@siriuscom.com or via fax to: (866) 206-2816. If you have any questions or concerns, please contact us at the email address noted above or by phone at the number listed above.