



Statement of Work for
Client Deployment Assessment - CDA
Collin County, Texas

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1 INTRODUCTION

“Dell EMC Services”	Dell Marketing L.P.
“Dell EMC Services Address”	One Dell Way, Round Rock TX 78682, United States
“Customer”	Collin County, 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 19165324

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

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 Client Deployment Assessment

The CDA Service is designed to help organizations assess existing PC deployment processes and recommend improvements. Dell will examine the Customer's Current Mode of Operations (CMO) for Personal Computer (PC) deployment and will provide recommendations to reduce the cost and level of effort required for PC deployments and to enhance future PC deployment effectiveness.

The Services will begin with collection of data, via survey questionnaires, for preliminary analysis prior to any Customer Subject Matter Expert (SME) interviews. As part of the CDA Dell will perform interviews and observe at least two (2) PC deployments. Dell SMEs will obtain additional information through interviews and clarification discussions as required.

By interviewing and surveying Customer Subject Matter Experts (SME) Dell will identify the current cost of provisioning a PC throughout the deployment process including: Program Management, Logistics, Provisioning, Applications, User State Migration and cursory examination of Security factors pertaining to deployment. Dell will document opportunities to reduce the total cost of PC deployment and management, measure the current environment in relation to industry benchmarks and best practices, and offer recommendations based on Dell's extensive PC deployment experience to enhance future service delivery effectiveness.

An evaluation of Customer's operational maturity will be performed using the Dell six-factor Client Deployment Optimization Model that examines the organization from key perspectives including Program Management, Logistics, Provisioning, Applications, User State Migration and Security factors. By understanding where the PC deployment service functions are positioned on the Client Deployment Optimization Model, Dell can assist Customer to better drive continuous and on-going improvements based on findings and recommendations and help Customer make decisions based on best practices to create an effective Future Mode of Operations (FMO).

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:

During the Services Dell will utilize a thorough, proven approach designed to use Customer time efficiently while obtaining the maximum amount of information in an aggressive timeframe. The key phases and tasks are detailed below.

3.1.1 Pre-Kick off Activities

Prior to the start of the Services Dell provide technical and business survey questionnaires to Customer for distribution to Customer SMEs who will complete the surveys. The goal of the surveys is to gather

information regarding Customer infrastructure, processes, procedures, resources and toolsets. Additional operational data such as budget, organizational charts, activity volumes and metric reports will also be requested.

The surveys and other operational data must be completed and provided to the Dell consultant not later than the start of Services on Day one (1).

3.1.2 Data Collection Activities

Dell will conduct interviews with key Customer SMEs based on the results from the surveys to clarify items, confirm data points, and validate assumptions. Dell will also observe and measure at least two (2) PC deployments using the existing Customer CMO deployment processes and tools.

Data collection and SME interviews will focus on these key topics:

- 1) Program Management
 - a) Scheduling, including efficiencies of concentrating refreshes within a building
 - b) Project Management, process tracking and reporting
 - c) Ability of technicians to multi-task multiple installations in parallel
 - d) Issue tracking and resolution that lead to proactive tool and process improvements
 - 2) Logistics
 - a) Number of shipping legs between manufacturing and user desk
 - b) Warehousing and related asset depreciation costs
 - c) Staging activities and infrastructure
 - 3) Provisioning
 - a) Centralization of image standards across the environment
 - b) The number and content of images
 - c) Image loading, version management and control
 - 4) Applications
 - a) Methods for loading applications on PCs
 - b) Use of automated configuration management tools
 - c) Application rationalization and packaging
 - d) Use of departmental application profiles
 - 5) User state migration
 - a) Tools and processes used to move data and settings from old PC to new PC
 - b) Methods to identify data settings to move
 - c) Methods to protect from user data loss
 - d) Data and settings standards
 - 6) Asset management
 - a) Quality of central asset management data, including comprehensiveness and update methods
 - b) Links between asset data and other data such as physical location, personnel/user data, and software licensing and trouble ticket records
 - 7) Security Factors
 - a) Effectiveness of systems management processes and tools to maintain client standards
 - b) Extent of pro-active, predictive management and protection of data, devices, and identity
 - c) Patches and updates, Encryption, Identity and Threat Detection
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- 8) Overall Process Analysis
 - a) Effectiveness of the end-to-end deployment process, to include single deployments (for one user) and group deployments
 - b) Disposal process
 - c) Cycle time for the disposal process
 - d) Organizational structure
 - e) Standardization, such as use of pre-defined hardware and software configurations
 - f) Process efficiency (time associated with each step of process)
 - g) Use of tools to automated tasks
 - h) Level of centralization, to include centralized resources such as web-based tools

3.1.3 Analysis and Findings Report

During the analysis activity Dell will build the Current Mode of Operations Cost Model to understand the cost, time and effort required to deploy PCs by Customer. Drawing from industry best practice combined with Dell's extensive experience in PC deployment Dell will design a new Future Mode of Operations (FMO) model. The FMO will detail the cost benefits of implementing FMO recommendations and will include suggested process and tool changes.

Dell's recommendations will be documented in a Findings Report at the conclusion of the analysis activities. This report will be in a graphical "As-Is/To-Be" format that highlights the key opportunities for improvement and the Findings Report will be delivered to Customer during the presentation to the Customer team on the final day of the Services.

3.2 Project Timeline

Dell anticipates the Services will span an estimated period of three (3) contiguous business weeks. The table below is an estimate of the general project duration by task and is intended for planning purposes only. The actual schedule may change as the project progresses.

Tasks	Estimated Duration	Onsite or Remote
Prior to Kick-off – send out surveys, schedule interviews, align with exec sponsor and sales teams	2.5 days	Remote
Project kick-off meeting, collect completed surveys, conduct Customer SME interviews, shadow processes, gather/analyze data, draft CMO	5 days	Onsite
Analyze data, finalize CMO, prepare, review and finalize FMO	5 days	Remote
Prepare findings report and remote presentation of findings, submit deliverables	5 days	Remote

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) Optimized engineering design
- 5) Application or imaging services
- 6) Managed deployment services
- 7) Security assessment, design and implementation services

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) Dell will have an opportunity to observe a minimum of two (2) PC deployments during the first three (3) days of the Services.
- 3) This effort will be a mix of onsite and remotely delivered services.
- 4) The findings and recommendations presentation will be remotely delivered on the final day of the Services.

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) In case of projects involving deployment of Microsoft Cloud based workloads Office 365 and Azure, the Customer is responsible for 1) Assignment of Dell as it’s Digital Partner of Record (DPOR) within their associated Microsoft Office 365 Portal instance and 2) Providing Dell with related Microsoft Tenant name(s) and Tenent ID numbers.
- 14) The Customer will provide the following information by the start of the Services (Day 1):
 - a) Information including but not limited to:
 - i) Organizational charts, network diagrams, deployment process documents, deployment metrics, IT standards documents.
 - b) The following completed surveys:
 - i) IT Leadership; 1 – 2 participants; 15 questions
 - ii) Deployment PMO: 2 – 5 participants; 50 questions
 - iii) Deployment Technicians; 2 – 5 participants; 50 questions
 - iv) Desktop Standards Team; 1 – 2 participants; 40 questions
- 15) Access to the following SMEs for interviews as needed:
 - i) IT Leadership: 1 – 2 participants; 1 hours each
 - ii) Deployment PMO: 2 – 5 participants; 4 hours each
 - iii) Deployment Technicians: 2 – 5 participants; 4 hours each

- iv) Desktop Standards Team; 1 – 2 participants; 1 hour each

3.6 Service Hours

Dell EMC Services will perform the Services during normal business hours typically 08:00 AM to 5:00 PM, 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) Activity-based cost analysis
 - a) Dell will create a detailed activity-based cost analysis using the data collected for each of the in-scope service areas and this will be compared with industry averages. This model will predict the return-on-investment for adopting the FMO recommendations.
- 2) Findings Report
 - a) The key output of this Service is a Findings Report in a pdf format. This report will include a gap analysis of IT tools and processes along with improvement recommendations for the FMO.
- 3) Executive summary presentation
 - a) Dell will present to the Customer team a summary presentation highlighting the key findings from the assessment and FMO recommendations for in-scope service areas including maturity of service delivery capabilities, costs, and organizational structure.

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.
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- 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 the one-time charge following performance of the Services.

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 EMC Services has applied for funds available through Microsoft's Solution Deployment Funding ("**Discounted Funding**"). These funds are available upon project completion and are subject to requirements as specifically noted in this SOW.

Discounted Funding Breakdown:

Item	Value
Total Services Value	\$30,000.00
Less Microsoft Funding	-\$15,000.00
Less Dell EMC Funding	-\$15,000.00
Total Services Cost to Customer	\$0.00

Funding on this SOW has been applied for by Dell EMC Services on behalf of the Customer and will be provided through Microsoft Solution Deployment Funding. 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 purchase order (if applicable) are submitted and received by Dell EMC Services, on or before 1/31/20.
- Upon completion of the milestones funded in this SOW, Customer will be required to electronically sign a proof of execution form sent by Microsoft via DocuSign.
- Services must be completed at least 1 week before the funding expiration date listed above.

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.

Failure to meet the criteria above would render the funding offer null and void. Customer would therefore be responsible for payment of the "Less Microsoft Funding" amount in the pricing table above.

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 fulfills 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,
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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) Customer will allow Dell to add Dell’s Microsoft Partner Number to the Registry Key in the Windows 10 Image so that Microsoft will recognize Dell as Customer’s deployment partner for this project.
- 19) 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	
Phone 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.

Collin County, 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>

