

STATEMENT OF WORK

Project Name:	Managed Deployment	Seller Representative:
Customer Name:	Beverly Hills Unified School District (CA)	Jason Abdalla
CDW Affiliate:	CDW Government LLC	3127058776
SOW Created Date:	September 5, 2019	jasoabd@cdwg.com
Version:	1	Solution Architect:
		Ges Creaton

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Beverly Hills Unified School District (CA) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

SUMMARY OF SERVICE

Provider will provide the services as specifically described herein (the “Services”), which include the following:

- Project is expected to occur at approximately 1 location in the continental US.
- The duration of the project is expected to be 12 weeks.
- Services are estimated to affect 655 units and 17 carts.
- Service Hours are Business Hours (M-F) described in Definitions.
- Security clearance is not required.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Provider will provide Services for Customer sites identified in (each, a “Customer Site”).

Warranty service fees are non-refundable.

Buyer is deploying the following Services under this SOW:

- Inventory Management.
- Image Creation.
- Pre-Configuration Services Device Imaging and Etch.
- Configuration services device Image, Asset Tag and Case Install.

PROGRAM MANAGEMENT

Provider’s Program Management Office will manage and implement the Services described herein. Provider, Buyer, and Customer will each assign a program manager who will coordinate the activities to be performed under this SOW (“Program Manager”). The Program Manager for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.

PROVIDER PROGRAM MANAGEMENT RESPONSIBILITIES

Provider and/or its Program Manager will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Manage Provider tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

BUYER PROGRAM MANAGEMENT RESPONSIBILITIES

Buyer and/or its Program Manager will perform the following activities:

1. Provide introduction to and facilitate communication with Customer Program Management.
2. Serve as an escalation point between Provider Program Manager and Customer Program Manager for any issues affecting the delivery of the listed services.
3. Approve all requests for work (in and out of scope) and all Provider invoices.

CUSTOMER PROGRAM MANAGEMENT RESPONSIBILITIES

Customer and/or its Program Manager will perform the following activities:

1. Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Provider.
2. Coordinate the scheduling of all Customer-designated resources required for the Services.
3. Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
4. Assign a site coordinator for each Customer site where Services will be provided.

SCOPE OF SERVICE

PRE-DEPLOYMENT ACTIVITIES

Provider, Buyer, and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

SITE SURVEY AND CUSTOMER PROFILES

Buyer will ensure completion of a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete Customer profile surveys, if applicable.

PILOT TEST

Provider will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by Provider in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Provider and End User will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of any automated migration tools must be finalized before Provider

will commit resources to perform the pilot. Upon completion of the pilot, Provider and Customer will review the results and identify any necessary modifications to the Services and/or prices.

SCHEDULES

Provider and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the “Deployment Schedule”). The Deployment Schedule will be distributed by Buyer or Customer to Customers identified in each Schedule Group prior to the scheduled installation of their Customer Systems. Buyer will promptly notify Provider of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

DEPLOYMENT SERVICES

Provider will be conducting the following deployment activities.

INVENTORY MANAGEMENT

- Systems will be shipped to ConvergeOne.
- ConvergeOne depot team will pull the Laptops from C1 Logistic services.
- ConvergeOne Configuration Depot will confirm and document all Inventory counts upon receipt and deployment.

PRE-CONFIGURATION

- ConvergeOne will complete pre-work in preparation of the hardware benching.
- ConvergeOne will prepare the Technician Instruction Sheet (TIS)
- Customer will sign-off on the TIS. This will designate acceptance of the work to be performed the C1 depot.
- The TIS will include the QA/QC checklist confirmation

IMAGE CREATION

LAPTOP AND DESKTOP

- ConvergeOne will build a Windows 10 image in preparation of the hardware benching.
 - ConvergeOne will gather requirements and build a Gold image for Customer.
 - This gold image will allow for Customer to hold the same image for various end point models.
 - Drivers will be injected to the image.
 - The gold image will be built and housed at the ConvergeOne Depot.
 - This engagement does not include instruction, handoff or training time associated with the build process.
 - Customer will provide all application keys, installers and licensing.
 - Customer will provide a seed unit for testing of the gold image.
 - ConvergeOne will work with Customer to confirm the drivers, applications, settings and other critical items to be included in the image.
 - The image will be prepared so that imaging can be completed in the depot.
 - An onsite option at this time is out of scope.
 - The image will be tested and confirmed, validating that all expected end user functionality is present.
 - Certain end user settings, such as O365 activation or airwatch registration, may need to occur as part of the overall build process identified in the TIS.
 - ConvergeOne will work closely with Customer to ensure the image provides the best practices for deployment.
 - A final Customer signoff of the gold image will be recorded and identified as certified.

- Once the Gold image is certified, it will on be changed by written authorization by Customer.
- A yearly review by ConvergeOne and Customer will be held in January each new calendar year to re-certify the Gold Image.

OFF-SITE - CONFIGURATION SERVICES

CONFIGURATION SERVICES – DEVICE IMAGING, ASSET TAG, CASE INSTALLATION

- ConvergeOne will validate system counts and record serial numbers upon receipt based on each site including device make, model, and serial number.
- ConvergeOne will stage the systems in the ConvergeOne configuration depot.
- ConvergeOne will unbox the systems and stage them on the configuration bench.
- ConvergeOne will connect power cable and CAT5 to the system to access the imaging server.
- ConvergeOne will power on the laptops and run through the device setup.
- ConvergeOne will apply Customer approved image.
- ConvergeOne will rename each laptop per Customer defined naming convention.
- ConvergeOne will join each laptop to Customer via secure point-to point hardware VPN tunnel established between ConvergeOne and Customer.
- ConvergeOne will validate each laptop was named and domain joined as desired.
- NOTE: ConvergeOne will send (1) fully configured system to Customer for written approval prior to completing the balance of the systems.
- ConvergeOne will print and apply a Customer approved asset tag in the designated location on the system.
- ConvergeOne will scan applicable serial number to the asset number with corresponding MFG data and compile into a complete asset report for Customer, this report will include device MAC addresses.
- ConvergeOne will install the laptop into Customer provided case.
- ConvergeOne will master pack the laptops for secure transport to the 4 Customer delivery Locations

CONFIGURATION SERVICES – LASER ETCHING

- ConvergeOne will provide laser engraving to meet Customer requested specifications.
 - Customer to provide logo or design to be etched.
- Laser Etching will be performed at the ConvergeOne depot

CONFIGURATION SERVICES – CART CONFIGURATION

- ConvergeOne will configure Carts
 - ConvergeOne will pull the carts from Inventory and install device power adapters.
 - Neatly dress cables within the cart utilizing Velcro and zip ties where appropriate.
 - Label each cart, using the labeling convention provided by Customer.

CONFIGURATION SERVICES – QUALITY ASSURANCE

- ConvergeOne's configuration quality technicians perform a quality assurance check on each build that passes through the configuration service depot. Each system is carefully and thoroughly inspected.
- QA documentation is created and attached with each deployment order.
- Example QA inspection points are as follows:
 - Hardware Verification – Verify that all hardware to be configured is installed and operational.
 - Software Verification – Verify that software/image to be configured is installed and operational.

- BIOS Verification – Verify that all BIOS settings are correct and asset tag data is entered into BIOS accurately.

LOGISTICS SERVICES

DELIVERY

- ConvergeOne technician will transport the completed order to the logistics department.
- Logistics Management Team will fulfill on the request.
- Logistics QA is performed to validate the accuracy of all order information.
- ConvergeOne will deliver the order to the designated location based on the information provided by Customer.

CUSTOMER RESPONSIBILITIES

Buyer will only resell Services to Customer who agrees in writing to these responsibilities and acknowledges acceptance. Customer will provide reasonable cooperation to Provider in its performance of the Services. Customer also agrees to the following responsibilities:

1. Customer will promptly notify Provider in writing of a) any changes Customer makes to its information technology environment (“Environment”) that may impact Provider’s performance of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
2. Customer will cooperate with Provider to reach an agreement on the pilot test and Deployment Schedule as discussed above.
3. Customer must meet Scheduling Milestones.
4. Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. 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.
5. Prior to the start of this SOW, Customer will provide to Provider in writing contact information for a single point of contact (“Customer Contact”) who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact. Failure to do so might result in an increase in project hours and/or length in schedule.
6. Customer will provide technical points-of-contact, who have a working knowledge of Customer’s environment and all tasks to be considered during the Services (“Technical Contacts”). Provider may request that meetings be scheduled with Technical Contacts.
7. Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements.
8. Customer Contact will ensure that any communication between Customer and Provider, including any scope-related questions or requests, are made through the appropriate Provider Project Management Office.
9. Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
10. Customer Contact will ensure attendance by key Customer contacts at Customer meetings and service presentations.
11. 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.
12. Customer may be responsible for developing or providing documentation, materials and assistance to Provider and agrees to do so in a timely manner. Provider shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer’s failure to provide such timely documentation, materials and assistance.
13. Provide safe and adequate parking facilities.
14. Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed.

15. Customer will inform Provider of all access issues and security measures and provide access to all necessary hardware and facilities.
16. Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Provider's requirements for the products and Services purchased.
17. Ensure Customer's Site coordinator is on-site and available at the deployment site.
18. Prepare Customer Sites and Customer locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
19. Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
20. Ensure all systems and related equipment are easily accessible by Provider without the need to move furniture and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
21. Receive hardware at Customer's receiving dock.
22. Provide carts for transporting hardware within deployment site.
23. Provide access to Customer Site(s), including any necessary keys or badges. Advise Provider prior to locking schedule of any unique site entry requirements.
24. Provide Provider with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services.
25. Provide Provider with the physical location of each Customer desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
26. Provide Provider with local administration rights necessary to perform the Services and ensure the domain login is enabled.
27. Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each Customer prior to scheduled deployment.
28. Provide Provider with a complete list of all approved peripherals to be installed on the new Customer System and supply all applicable drivers at Customer Site.
29. In the event Provider encounters problems loading Buyer or Customer-provided software, Buyer or Customer will contact the proper help resources for that application to complete the installation.
30. Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
31. Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
32. Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.
33. At the conclusion of the Services, change all system and network access credentials to prevent further Provider access to systems and networks.

ASSUMPTIONS

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions").

SCOPE ASSUMPTIONS

1. Minimum quantity of 655 new systems to receive Services under the SOW.
2. All volume-metric assumption deviations in excess of plus or minus five percent (+/-5%) of the quantities or locations to receive Services will be considered out of scope and subject to the Change Management Process. Changes to the price and/or solution will only be required to the extent that such deviation impacts Provider's ability to perform the Services as originally priced.

- Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.

DEPLOYMENT DENSITY ALLOCATION ASSUMPTIONS

Services are grouped based on Customers' requirements. Detailed information on the specific deployment activities for each one of the following service groups is listed above.

SERVICE

Service Group	Density Bands	Quantity
<ul style="list-style-type: none"> Device Imaging Asset Tag Laser Etch Cart Configuration Deliver 	1 system visit	
	2 to 5 systems/visit	
	6 to 9 systems/visit	
	10 to 35 Systems/visit	
	36 to 99 systems/visit	
	100+ systems/visit	655
	Total Systems 800	

TIMING ASSUMPTIONS

Provider sets the following timing assumptions as a starting point for proposed time frames. Further review will be performed as part of the pre-deployment activities specified in the Pilot Section above.

Deployment Service	Items	Time Assumption
Imaging	655	N/A
Asset Tagging	655	N/A
Off Customer Premises Trash Removal	655	N/A
Warehouse and Redeliver New Equipment per system	655	N/A
Laser Etching on Notebook	655	N/A

SCHEDULING ASSUMPTIONS

- Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule Locked	15	Prior to scheduled deployment
Customer profiles completed	10	Prior to scheduled deployment
All logon IDs, passwords, domain specifications and personal settings for each Customer	5	Prior to scheduled deployment
Pilot Test Performed	15	Following execution of the SOW or as mutually agreed

IT ENVIRONMENT & TECHNICAL ASSUMPTIONS

1. Desktop/laptop operating system is Microsoft Windows XP, Vista, Windows 7, or Windows 8.
2. Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
3. Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
4. Network infrastructure is stable and consistent across all Customer Sites.
5. Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
6. Provider is not responsible for application malfunctions or conflicts between Customer applications.
7. Buyer ensures all software applications are certified, operational, and compatible with the new Customer System configuration and operating systems.
8. Buyer provides a list of provisioning codes for IAMT (Intel® Active Management Technology) with appropriate Customer System asset tag/service tag, if applicable.
9. If required, Buyer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

GENERAL ASSUMPTIONS

1. Provider will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
2. Neither Buyer nor Customer requires US Secret/Top Secret/SCI Security Clearance.
3. Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.

OUT OF SCOPE SERVICES

Pricing excludes any services not specified in this SOW, including but not limited to the following:

1. Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
2. Packaging software applications for installation.
3. Providing end user orientation, training, or support.

4. Transporting equipment between buildings or between Customer sites or moving equipment between floors without the use of elevators.
5. Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
6. Removing viruses (Provider will promptly notify Customer Site Coordinator upon discovery of virus).
7. Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
8. Warranty services or remedial hardware maintenance or software maintenance.
9. Warranty services for third-party products which are not provided by Provider.
10. PDA connection.

NDS EQUIPMENT

A non-deployable system is a Provider-branded system that has failed or is non-functioning at time of install (“NDS”). In the event any equipment covered by this SOW is deemed to be a NDS at the time of installation, Provider will (a) repair or replace Provider-branded equipment, if it is under warranty, (b) for non-Provider-branded equipment purchased from Provider, reasonably assist Buyer and Customer in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Provider or for products that are no longer under warranty, notify Buyer.

CHANGE MANAGEMENT PROCESS

The Change Management Process will be used when Provider or Buyer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW; the party proposing the change will document the request using the Request for Change Form (provided by Provider’s Program Manager) and this Change Management Process.

The receiving party will review the proposed Request for Change Form and determine whether the change is acceptable or requires modifications. Both parties will, in good faith, mutually review the proposed change request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it (“Change Management Process”). When the parties agree to the change, they will sign the Request for Change Form, which upon signing by both parties will constitute authorization to implement the change (Change Order). Both parties agree that such approval shall not be unreasonably withheld and will execute the Change Order, unless able to provide the other party with written data that disproves the identified variation.

OTHER PROVISIONS

Buyer will only resell Services to Customer who agrees in writing to these additional provisions and acknowledges acceptance.

1. Provider may use affiliates and subcontractors to perform the Services.
2. If a conflict arises between the terms of this SOW and the Agreement, the following order of precedence shall be followed: first, the SOW, and second the Agreement. Any terms contained in any other agreement between Customer and its Buyer with respect to the provision of the Services that attempt to supplement, modify or amend, or which are inconsistent or conflict with, the terms of this SOW or the Agreement shall not apply.
3. Customer’s environment is as represented to Provider at the time of execution of this SOW.
4. Buyer shall communicate to Customer in writing (in each quote and in your own agreement with such Customer for the sale of Services (such agreement, the “Customer Agreement”)) that the provision and performance of such Services are subject to and will be governed by Provider’s Commercial Terms of Sale available at www.Dell.com/CTS. You acknowledge and agree that Provider is a third party beneficiary of Customer Agreement and may enforce the provisions thereof directly against Customer or through you, and you shall require Customer to acknowledge and agree to such in Customer Agreement. Additionally, you acknowledge and agree that (a) Provider

may present or, if requested by Provider, you shall present, Provider's Commercial Terms of Sale directly to Customer and (b) Provider is not required to provide or perform any Services for such Customer unless and until such Customer has agreed to be bound by Provider's Commercial Terms of Sale, as may be determined in each case by Provider in its sole discretion. You shall immediately notify Provider if you become aware of any Customer's violation of Provider's Commercial Terms of Sale. Provider reserves the right, in its sole discretion, to suspend or terminate the provision of any one or more of the Services to an Customer in response to such Customer's violation, or suspected violation, of any Provider's Commercial Terms of Sale, and Provider will have no liability to you as a result of any such suspension or termination.

5. Both Buyer and the End User are advised and agrees that modifications Buyer or Customer makes, or changes Provider, its subcontractors or any third-party makes on Buyer/Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

GENERAL

Provider shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) 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 Service and shall use commercially reasonable efforts to perform the Service under this SOW.

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

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.

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**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$29,475.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 655 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Dell Services – Per Item	\$45.00	655	\$29,475.00
Estimated Totals		655	\$29,475.00

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

When Seller’s personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary). Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

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.

The 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.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

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 SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

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**").

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.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (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. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

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

CDW Government LLC

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Choose a PSM.

Beverly Hills Unified School District (CA)

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Street: _____
City/ST/ZIP: _____

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
255 S Lasky Dr, Beverly Hills, CA 90212	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work