

**CONTRACT NAME: AGREEMENT DELL MARKETING L.P.
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is the Statement of Work (SOW) that accompanies Resolution No. 55-16 which was approved on June 16, 2016 to provide new teacher laptops for secondary teachers. It describes the summary of services included to configure and image the 250 new secondary staff laptops.

The cost of this service is included in the quote approved with the resolution. There is no additional funding being requested.

DELL MARKETING L.P.



Davis Joint Unified School District

Managed Deployment

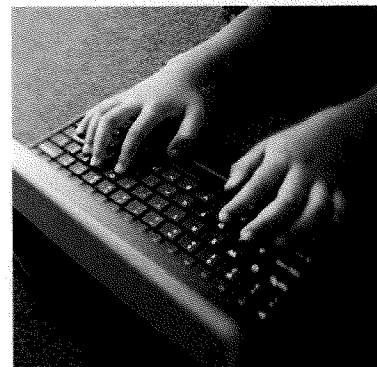
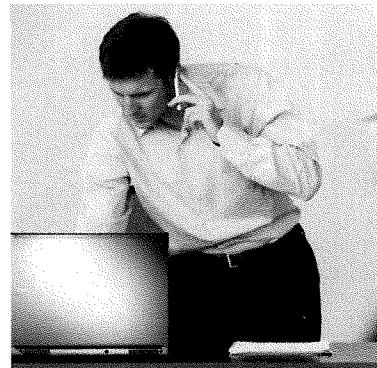
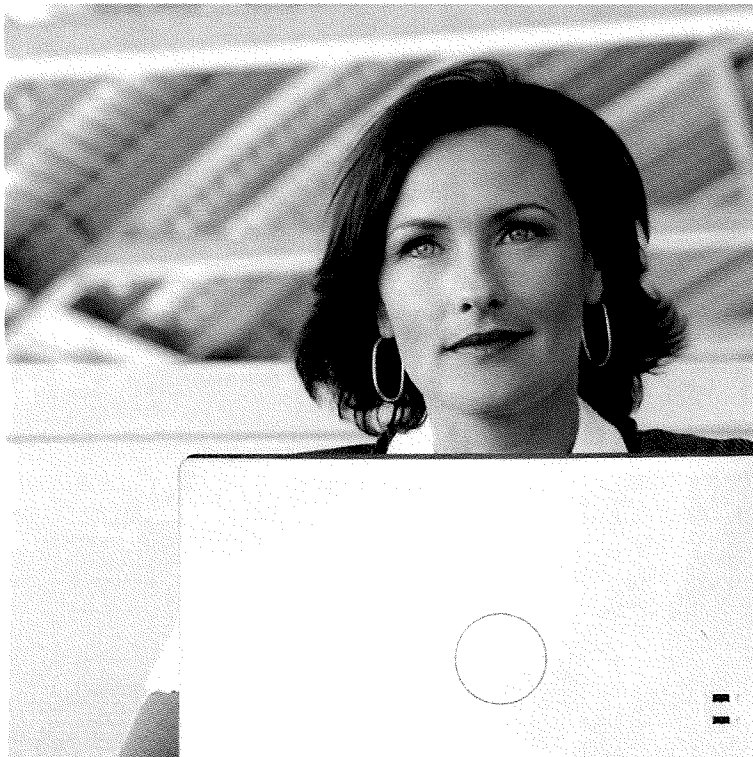


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1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be provided by DELL MARKETING L.P. ("Dell") to Davis Joint Unified School District ("Customer"). The Services are governed by and subject to the terms and conditions specified in Customer's separately signed master services agreement with Dell to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or, in the absence of such agreement, the Professional Services Agreement ("PSA"), which is available at www.dell.com/PSATerms and in hardcopy upon request and incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW; provided, however, in the event the Customer has not engaged Dell to perform such Services and thirty (30) days have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event that the term of this SOW extends beyond six (6) weeks, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

2 SUMMARY OF SERVICES

Dell is providing the following Services under this SOW. Detailed information about their organization, scope, and assumptions is on Section 4.3 Deployment Services and Section 7.2 Deployment Density Allocation Assumptions herein.

- Project is expected to occur at approximately ten (10) locations within Davis Joint Unified School District.
- The duration of the project is expected to be six (6) Week(s).
- Services are estimated to affect 260 units.
- Service Hours are Business Hours (M-F) described in Definitions, Appendix C.
- Security clearance is not required.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Dell will provide Services for Customer sites identified in Appendix A (each, a "Customer Site").

SCOPE OF WORK:

- Warehouse and Redeliver New Equipment per system
- Off-site Unattended Imaging via Network in Provider Warehouse
- Asset Tagging
- Off Customer Premises Trash Removal (Green Delivery)
- Project Management



3 PROGRAM MANAGEMENT

Dell's Program Management Office will manage and implement the Services described herein. Dell 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.

3.1 Dell Program Management Responsibilities

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

- Serve as central point of contact for all service delivery issues.
- Manage Dell 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.

3.2 Customer Program Management Responsibilities

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

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- 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.
- Assign a site coordinator for each Customer site where Services will be provided.

4 SCOPE OF SERVICES

4.1 Pre-Deployment Activities

Dell 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.

4.1.1 Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

4.1.2 Pilot Test

Dell 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 Dell in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools, such as Dell Migration Tool or Dell Automated Deployment, must be finalized before Dell will commit resources to perform



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

4.2 Schedules

Dell 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 Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell 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.

4.3 Deployment Services

Dell will be conducting the following deployment activities. Detailed information on how these Services are organized on groups for the Customer is on Section 7.2 Deployment Density Allocation Assumptions herein.

4.3.1 Warehouse and Redeliver New Equipment per system

Service Scope

- Provide warehouse local facility for receiving and storing systems in same State as Customer.
- Pricing will be based on a 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with Customer Project Coordinator.
- Sign out of equipment to be delivered.
- Deliver equipment to correct location – deliver inside to storage location, or desk side as applicable.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Service Provider's possession.
- Equipment will be delivered to central area at each building for installation.

Service Specific Assumptions

- Additional charges apply per unit for any portion of 30 days and for each 30 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate Customer delivery address.

4.3.2 Off-site Unattended Imaging via Network in Provider Warehouse

Service Scope

- Image Customer-provided image via Provider Network.
- Conduct basic functionality test to ensure image load success.
- If the application software does not load to completion (or does not function properly in the Customer's environment), the Customer will contact the proper help resources for that application to complete the installation.
- Provider is not responsible for any issues arising from the functionality of the Customer's software or network in the Customer's environment.

Service Specific Assumptions

- Assumes System being imaged is new Dell Client System being installed under this SOW.
- Assumes image is < 10 GB.
- Customer responsible for all licenses.



4.3.3 Asset Tagging

Service Scope

- Customer provided asset tags, attach in Provider warehouse.

Service Specific Assumptions

- Asset tagging occurs in conjunction with warehouse service.
- Asset tags affixed to legacy CPU and/or monitor will not be removed or installed under this scope of work.
- Price does include the procurement of the asset tag.

4.3.4 Off Customer Premises Trash Removal (Green Delivery)

Service Scope

- Removal of deployment trash off Customer premises.

4.3.5 Warehouse and Redeliver New Equipment – Additional 30 days (Optional Service)

Service Scope

- Provide warehouse local facility for receiving and storing systems in same State as Customer.
- Pricing will be based on an additional 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with Customer Project Coordinator.
- Sign out of equipment to be delivered.
- Deliver equipment to correct location – deliver inside to storage location, or desk side as applicable.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Service Provider's possession.
- Equipment will be delivered to central area at each building for installation.

5 CUSTOMER RESPONSIBILITIES

Customer will be responsible for the activities listed below:

- It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected product(s) before receiving Services (including telephone support). **DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF AFFECTED PRODUCT(S) OR NETWORKS.**
- Ensure Customer's Site coordinator is on-site and available at the deployment site.
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- Ensure all systems and related equipment are easily accessible by Dell 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.
- Receive hardware at Customer's receiving dock.
- Provide carts for transporting hardware within deployment site.
- Provide safe and adequate parking facilities.
- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed.
- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services.



- Provide Dell with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- 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.
- 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).
- 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.
- At the conclusion of the Services, change all system and network access credentials to prevent further Dell access to systems and networks.
- Providing Provider the locations of all printers to be mapped for each new system.

6 PRICING

6.1 Deployment Services Pricing

The per-unit price for the Services to be performed by Dell, and applicable cancellation and rescheduling fees for the Services are listed below (see "Pricing Structure" in Definitions provided in Appendix C).

6.1.1 Blended Pricing

Deployment Services	Units	P/U Price
Warehouse and Redeliver New Equipment per system Off-site Unattended Imaging via Network in Provider Warehouse Asset Tagging Off Customer Premises Trash Removal (Green Delivery) Project Management	260	\$35.44

Optional Services	Units	P/U Price
Warehouse and Redeliver New Equipment – Additional 30 days	As Needed	\$6.56



6.1.2 Time & Materials Pricing Table

Time & Materials Concepts	Disposition	Price
Time & Materials Rates - (During Service Hours - Per Hour)	Time Unit	\$53.50
Time & Materials Rates - (Outside Service Hours - Per Hour)	Time Unit	\$61.00
Program Management Office (Extension Fee for Services Beyond Term - Per Week)	Week	\$3,325.00

6.1.3 Pricing Notes

- Rates will be invoiced to and will be paid by Customer for the following:
 - Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
 - Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
 - Out-of-scope services (see Section 7.8 Out of Scope Services herein).
 - Services performed outside the defined Service Hours.
 - Services designated as Time & Materials.
- Program duration is six (6) Week(s). Should the program extend beyond six (6) Week(s), Customer will be invoiced in accordance with the program extension weekly rate.
- Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- Prices and/or scope of services will be adjusted by Dell to reflect the actual operating environment if the Assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW.
- Prices exclude costs for procurement of any hardware or software.
- Price excludes travel incurred due to schedules that cause excessive travel between customer sites. See Scheduling Assumptions.
- Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell (see list of Dell-defined major metropolitan areas on Appendix B).
- The terms offered by Dell under this SOW (including but limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, Dell will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will Dell assume financial responsibility for Customer's failed hardware where such failure is not the direct result of Dell's actions as indicated by root cause analysis.



7 ASSUMPTIONS

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

7.1 Scope Assumptions

1. Minimum quantity of 260 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 Dell's ability to perform the Services as originally priced.
3. 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.

7.2 Deployment Density Allocation Assumptions

Services are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is on Section 4.3 Deployment Services and Section 6.1 Deployment Services Pricing herein.

7.2.1 MANAGED SERVICES

Service Group	Density Bands	Quantity
	1 system visit	
	2 to 5 systems/visit	
	6 to 9 systems/visit	
	10 to 35 systems/visit	260
	36 to 99 systems/visit	
	100+ systems/visit	
	Total Systems	260

7.3 Timing Assumptions

Dell 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 on Section 4.1.2 Pilot Test herein.

Deployment Service	Items	Time Assumption
Warehouse and Redeliver New Equipment per system	260	N/A
Off-site Unattended Imaging via Network in Provider Warehouse	260	N/A
Asset Tagging	260	N/A



7.4 Scheduling Assumptions

1. 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.
2. Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
3. Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
4. Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Initiate Dell Data Direct or Dell Automated Deployment tool migration script automation/configuration (if applicable)	10	Following Effective Date of the SOW or as mutually agreed
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
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
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

7.5 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. Dell is not responsible for application malfunctions or conflicts between Customer applications.
7. Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
8. Customer provides a list of provisioning codes for IAMT (Intel® Active Management Technology) with appropriate Client System asset tag/service tag, if applicable.
9. If required, Customer 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).

7.6 General Assumptions

1. Dell 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. Customer does not require 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.
4. Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.



7.7 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 (Dell 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 Dell.
10. PDA connection.
11. Post-installation support.
12. Media-based installation of applications is not included.

8 NDS EQUIPMENT

A non-deployable system is a Dell-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, Dell will (a) repair or replace the Dell-branded equipment, if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, reasonably assist 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 Dell or for products that are no longer under warranty, notify Customer.

9 CHANGE MANAGEMENT PROCESS

The Change Management Process will be used when Dell or Customer 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 Dell'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.



10 GENERAL

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any failure by Customer to perform its responsibilities under this SOW or the Agreement; (2) any materially inaccurate assumptions; (3) problems caused by Customer software or data; (4) a defect or deficiency with respect to Customer's network, systems, or other equipment; (5) failures of hardware not maintained by Dell; or (6) modifications to hardware made by a party other Dell or its representatives. In the event any of the foregoing occurs, Dell shall notify Customer. Notwithstanding the occurrence of one or more of the foregoing events, Dell may (at its discretion) continue to perform the Service (with Customer reimbursing Dell for its reasonable out of pocket expenses for such efforts to the extent attributable to the items defined above).

IN WITNESS WHEREOF, Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Davis Joint Unified School District**DELL MARKETING L.P.**

Printed Name:_____ Printed Name:_____

Title: _____ Title: _____

Date: _____ Date: _____

Customer signed SOW must be received by Dell before any work can be started.

APPENDIX A — CUSTOMER SITES

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

Site	Address	City	St	ZIP	Qty
Davis Joint Unified School District	Multiple locations within the district.	Davis	CA	TBD	260



APPENDIX B — MAJOR METROPOLITAN AREAS

City	State	City	State	City	State
Birmingham	AL	Kansas City	KA	Rochester	NY
Montgomery	AL	Wichita	KS	Syracuse	NY
Fayetteville	AR	Erlanger	KY	Brecksville	OH
Little Rock	AR	Louisville	KY	Cincinnati	OH
Phoenix	AZ	Lake Charles	LA	Cleveland	OH
Tempe	AZ	Metairie	LA	Columbus	OH
Tucson	AZ	New Orleans	LA	Oklahoma City	OK
Bakersfield	CA	Shreveport	LA	Tulsa	OK
Fresno	CA	Sulphur	LA	Eugene	OR
Grover Beach	CA	Boston	MA	Portland	OR
Los Angeles	CA	Malden	MA	Camp Hill	PA
Sacramento	CA	Westboro	MA	Coraopolis	PA
San Diego	CA	Portland	ME	Harrisburg	PA
San Francisco	CA	Detroit	MI	Philadelphia	PA
San Jose	CA	Grand Rapids	MI	Pittsburgh	PA
San Luis Obispo	CA	Livonia	MI	Sharon Hill	PA
W Sacramento	CA	Arden Hills	MN	Charleston	SC
Denver	CO	Duluth	MN	Columbia	SC
Hartford	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
Shelton	CT	Columbia	MO	Knoxville	TN
Washington	DC	Fenton	MO	Memphis	TN
Ft. Lauderdale	FL	Jefferson City	MO	Nashville	TN
Jacksonville	FL	Kansas City	MO	Austin	TX
Miami	FL	St. Louis	MO	Corpus Christi	TX
Orlando	FL	Jackson	MS	Dallas	TX
Pensacola	FL	Pearl	MS	El Paso	TX
Tallahassee	FL	Billings	MT	Houston	TX
Tampa	FL	Charlotte	NC	Lubbock	TX
Atlanta	GA	Durham	NC	San Antonio	TX
Forest Park	GA	Raleigh	NC	Salt Lake City	UT
Cedar Rapids	IA	Wilmington	NC	Herndon	VA
Des Moines	IA	Bismarck	ND	Richmond	VA
Boise	ID	Omaha	NE	Roanoke	VA
Chicago	IL	Newark	NJ	Williston	VT
Elk Grove Village	IL	Albuquerque	NM	Seattle	WA
Peoria	IL	Las Vegas	NV	Spokane	WA
Evansville	IN	Reno	NV	Tukwila	WA
Ft. Wayne	IN	Albany	NY	Madison	WI
Indianapolis	IN	New York	NY	Charleston	WV
				Nitro	WV



APPENDIX C — DEFINITIONS

Average Installation Time

The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.

Cancellation

Site Cancellation: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").

Site Cancellation Fee Scenarios:

For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Cancellation: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.

User Cancellation Fee Scenario:

Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.

Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Change Order

A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

Clearances

Secret: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254".

Top Secret: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254".

Top Secret-SCI (Sensitive Compartmented Information): Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254".

NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support.

Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.

Client Systems

Desktop: CPU and monitor; Laptop: which may include a docking station.

Legacy System

The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.



Pricing Structure

Blended Pricing is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.

Tiered Pricing is based on actual units deployed per site per visit.

Reschedule

Site Reschedule: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").

Site Reschedule Fee Scenarios:

For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.

For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Reschedule: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.

User Reschedule Fee Scenarios:

Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.

Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Schedule Group

Is a group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.

Service Hours

Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:

Business Hours - Monday through Friday, 8:00 a.m. to 5:00 p.m. local time based on a forty (40) hour week, excluding nationally-observed holidays.

Outside Business Hours - Monday through Friday beyond 5:00 p.m. local time.

Weekends and Nationally-Observed Holidays - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

Services

The complete set of services to be performed by Dell described in this Statement of Work "SOW".

