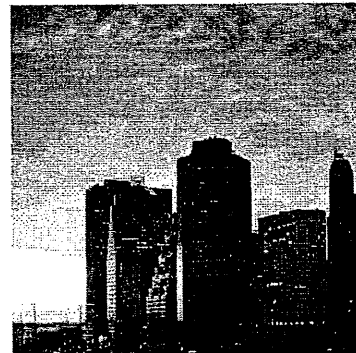
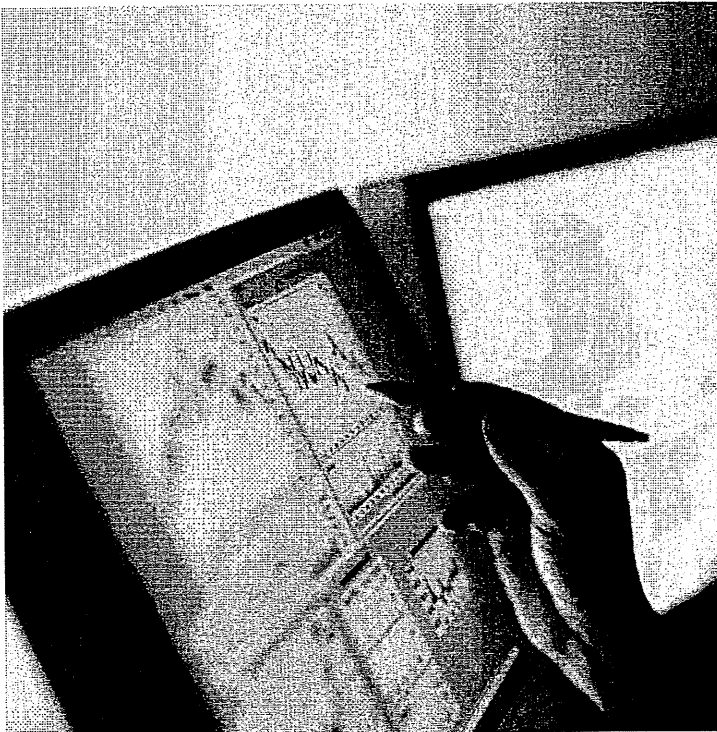


Statement of Work:  
Texas A&M University

Staff Augmentation

Date: 6/7/2017  
Version: 3.0



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## 1 INTRODUCTION

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This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to Texas A&M University ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement entitled State of Texas DIR contract number DIR-SDD-1951, Dell Contract code number 42AFU to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at [www.dell.com/PSATerms](http://www.dell.com/PSATerms) and in hardcopy from Dell upon request, and, if applicable, is 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 following appendices are attached hereto and incorporated by reference:

- \* Appendix A – Supported Sites

## 2 TERM

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The term of this SOW shall begin on the earlier of i) the date of the invoice for the Service; or ii) the date of order confirmation from Dell, (the earlier date shall be deemed the "Original Purchase Date") and shall expire on the date that is six (6) months following the Original Purchase Date. Except to the extent applicable law requires otherwise, Customer may use the Service one (1) time during the six-month period following the Original Purchase Date, at which time, the SOW will be deemed expired. Dell's delivery of the Service will be deemed satisfied after the expiration of the SOW even in the event the Service is not used by Customer.

## 3 SUMMARY OF SERVICE

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Dell will provide the services as specifically described herein (the "Services"), which include the following:

- \* Staff Augmentation

## 4 SCOPE OF SERVICE

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### 4.1 Staff Augmentation

#### 4.1.1 Introduction

Dell will supply one (1) Senior SonicWALL Engineer to Customer to function as a supplemental resource in Customer's current I/T organization, working at the direction of the Customer, for the Supported Sites identified in Appendix A of this SOW.



#### 4.1.2 Detailed Description

Resources with the knowledge, skills and abilities listed below will be provided by Dell and will be directed solely by Customer.

All resources supplied by Dell to Customer will have the following set of skills/attributes:

##### Senior SonicWALL Engineer:

- SonicWALL Certified SonicWALL Security Administrator (CSSA)
- SonicWALL Certified SonicWALL Security Professional (CSSP)
- CCNP or equivalent
- 10+ years' experience in network and security design and implementation/deployment
- 10+ years' experience in data center implementation/design/deployment

#### 4.2 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact. All Services communications will be addressed to such point of contact (the "Customer Contact").
- 2) Dell 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.
- 3) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 4) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 5) Customer's Contracting Officer or designee will have the authority to act for the Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within the Customer's organization and resolving conflicting requirements. Notwithstanding the foregoing, Dell recognizes that only the Contracting Officer has the authority to modify the Task Order/SOW, pursuant to the Change Management Process as defined in Section 6.

#### 4.3 Assumptions

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

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

#### 4.4 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) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

#### 4.5 **Schedule / Timeline / Milestones**

Resource(s) associated with these Services shall be available to Customer for one-hundred and sixty (160) business hours (subject to any applicable maximums and/or minimums). Such resource(s) will be available to Customer within the Service Hours as specifically detailed in Section 4.6 herein.

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 Control Process to determine the impact, if any, and any related price adjustments.

#### 4.6 **Service Hours**

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., 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 and Customer.

#### 4.7 **Deliverables**

Intentionally left blank.

#### 4.8 **Personnel Skills and Qualifications**

Dell will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.



## 5 PRICING

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This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

### 5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD **\$40,544.00**. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

#### 5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD **\$40,544.00**

#### 5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell 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 expense.

### 5.2 Pricing Clauses:

- 1) Pricing – The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (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 Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

## 6 CHANGE MANAGEMENT PROCESS

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The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

[www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

## 7 OTHER PROVISIONS

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- 1) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the Agreement; second, the SOW; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.
- 2) Dell may use affiliates and subcontractors to perform Services.
- 3) Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the intellectual property of any third party.
- 4) Dell is supplying qualified staff to augment the Customer's work force for any project the Customer deems necessary. Customer will exclusively determine project objectives, methodologies, and scheduling of the work. Accordingly, notwithstanding anything to the contrary in the Agreement, Dell (1) does not warrant or guarantee and Customer shall be solely responsible for any particular result or solution to Customer's particular needs or any work product of Dell supplied personnel; and (2) shall have no responsibility for any claims that work product of any Dell supplied personnel under this SOW infringes the intellectual property of any third party.
- 5) In the event the Consultant is unavailable (for vacation, training, etc.) another Consultant will be identified and communication to the Customer will occur before the outage.
- 6) Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that the resources and any services provided by such resources shall be provided "as is", and Customer expressly disclaims the right to seek any damages from Dell in connection with this SOW and to receive the benefit of any warranties or indemnification which may be available under the Agreement.



## 8 GENERAL

Dell 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 Dell 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 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. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

## 9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Texas A&M University

Dell Marketing LP

By: \_\_\_\_\_  
Printed: **ROBERT C. BOUNDS**  
**DIRECTOR, PROCUREMENT SERVICES**  
Title: \_\_\_\_\_  
Date: 6.15.2017

By: \_\_\_\_\_  
Printed: Kevin Lyon  
Title: Project Manager  
Date: Jun 22, 2017

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to  
Fax: Fax (512) 283-7899, Attention: EDSA, RE: 13717713 | RFS-2017-02585.  
The purchase order amount should include estimated expenses, if they are billable.

## Appendix A Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

Supported Site	Address	City	State	Zip	Qty
Texas A&M University	Exact locations TBD	College Station	TX	TBD	1



## Contact Summary

Customer	Texas A&M University Customer Number: 110505329 Contact Name: Doug McHan Phone: 979-845-3612 Email: mchan@tamu.edu
Initial Delivery Date	6/7/2017 V3
Document Author	Name: Jorge E Martinez Title: Inside Solutions Architect Organization: Dell Global Solution Design Center Phone: (972) 577 7000 x 3323876 Email: Jorge_E_Martinez@Dell.com
Customer Billing Contact	Name: Address: Phone number:
Dell Segment Contact	Name: Jorge Borjon Phone: (512) 723-0670 Email: jorge_borjon@dell.com
Locations where work will be performed	Please refer to Appendix A.
Dell Opportunity Number	13717713   RFS-2017-02585