Statement of Work

Texas A & M University
EMC Relocation

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and Texas A & M University ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement #1-GS-2481-CA (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The following sections describe the Services in greater detail and identify Texas A&M University CIS, EMC and mutual responsibilities necessary for completion of the Services in the timeframe and for the fees stated herein.

Services
This engagement includes the following sites and technologies:

1. SITE: TEXAS A&M UNIVERSITY CIS (EQUIPMENT MOVE)
   Equipment Move (Event 1)
   This part of the engagement includes the following components (not to exceed the listed values)
   a. EMC Hardware (To be shipped as Individual Components – Removed from Rack 1)
      i. (1) Data Domain 4200 Array
      ii. (4) ES30 Shelves
         1. DD 4200 (Serial # APM00143603276 / FCNME141100339)
         2. 4 x ES30 Shelves (APM00143531180, APM00143531181, APM00143531185, APM00162330139)
   b. Dell Hardware (To be shipped as Individual Components – Removed from Rack 1)
      i. (1) Dell DR4100 disk array
   c. Non-EMC Equipment (To be shipped as Racks will with Non-EMC Equipment)
      i. Rack 1
         1. IBM P-series Server & KVM Switch
      ii. Rack 2
         1. Empty
      iii. Rack 3
         1. Empty

2. SITE: TEXAS A&M UNIVERSITY CIS (EQUIPMENT MOVE)
   Equipment Move (Event 2)
   This part of the engagement includes the following components (not to exceed the listed values)
   a. Non-EMC Equipment (To be shipped as Racks will with Non-EMC Equipment)
      i. Rack 4
         1. (1) 10-12U disk array (3par)
      ii. Loose Equipment (Non-EMC Equipment, to be blanket or bubble wrapped)
         1. (4) 2U Servers (similar to: HP DL380, SunBlade 8000, Sun J4500, Sun X4540
         2. (2) 1U SAN switches (similar to: Cisco departmental 16port fibre switch)
   b. During this part of the engagement, EMC:
      i. Co-ordinates the order and delivery of any packaging required for the move.
      ii. Confirms the move time frame and schedule with the customer.
      iii. Coordinates pickup and delivery of the EMC equipment with the shipper and the customer.
      iv. Schedules the EMC personnel.
      v. Performs a high-level hardware system check on DD 4200 only.
      vi. Obtains confirmation from the customer that they have stopped all activity to the EMC equipment and that it can be safely powered down within their environment.
      vii. Powers down the EMC equipment.
Statement of Work

viii. Disconnects cables from the EMC equipment.
ix. Packages the equipment in EMC packaging provided prior to the move.
x. Once the equipment has been transported, physically installs the EMC equipment in the chosen location at the destination data center.
xi. Reconnects the cables to the EMC equipment.
xii. Power-ups and performs a high-level hardware system health check (Including any necessary hardware checks to ensure all EMC equipment is seated and housed correctly after transit) at the destination site datacenter.
xiii. Updates IP addresses of the relocated EMC equipment, if required.
xiv. Verifies all EMC equipment is operation in the new site.
xv. Stands by while Customer verifies the relocated equipment is operational and has network connectivity.

To the extent EMC delivers the Services (or portions thereof) onsite; such Services will be performed at the Texas A&M University CIS facility located at:

Event 1:

Source Address:
Texas A&M University, C/O DataBank,
400 S. Akard St.
Dallas, TX 75202

Destination Address:
201 St Felix Street,
Stephenville TX, 76401

Event 2:

Source Address:
Texas A&M University, C/O DataBank,
400 S. Akard St.
Dallas, TX 75202

Destination Address:
Texas A&M West Campus Data Center,
474 Agronomy Road,
College Station, TX, 77843

***Note that Dell and Non-EMC equipment will only have a level of effort for the physical lift and ship***

No Replacement Value Coverage: Replacement value coverage is not part of this SOW. Customer shall rely on its own insurance coverage for any physical loss or damage to any equipment during transportation, including moving such equipment into or out of temporary storage. Sirius shall not have any liability in the event of physical loss or damage to the equipment.

ACCEPTANCE CRITERIA

Sirius and Customer will work together to establish acceptance criteria before the start of the project.

RESPONSIBILITIES

Sirius Responsibilities
1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.
3. If applicable, document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
Statement of Work

Customer Responsibilities

1. Customer agrees that the acceptance criteria for this project will be met when all deliverables have been completed and accepted.

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

3. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.

4. Customer will be responsible for data migration unless specified in the scope of services.

5. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.

6. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.

7. Provide Sirius with access to Customer’s facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).

8. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.

9. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.

10. Customer is responsible for providing accurate and timely responses to all requests for information.

11. Customer is responsible for providing necessary infrastructure in new location (adequate HVAC, power, floor space, security, ESRS connectivity for EMC support access, etc.).

12. Customer is responsible for provisioning of all cabling within the new location, including laying sufficient cables with appropriate connectors attached connecting cables to non-EMC equipment.

13. Customer is responsible for movement and re-cabling of hosts in the destination datacenter.

14. Customer is responsible for all network, storage and SAN configuration changes, including patching and fabric zoning required for the new location at destination site datacenter (if applicable).

15. Customer is responsible for arranging for the necessary system/application down time to facilitate the move.

16. Customer is responsible for assigning a Project Manager/Contact for the EMC Project Manager to work with as a central point-of-contact project management for the duration of this engagement.

17. Customer is responsible for checking the operational status of and network connectivity to the EMC equipment while the EMC customer engineer is still on site.

18. Customer is responsible for creating and maintaining a working backup copy of any data the EMC equipment being moved.

19. Customer is responsible for realization of the service; the equipment must be covered under a valid and up to date EMC maintenance contract.

20. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

Deliverables

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

1. Functioning hardware and/or software as outlined in the “Scope of Services” section

2. Knowledge transfer
Statement of Work

ASSUMPTIONS

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

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.

2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.

3. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
   a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
   b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
   c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
   d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
   e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.

4. Sirius may deliver services at Customer location or a remote location.

5. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.

6. This SOW will be scheduled around local resource availability. If, due to Customer’s schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

7. EMC will allocate a Project Manager for coordinating this project.

8. All outages are authorized by the Customer change control process prior to outage times as required by the Customer.

9. The Customer will provide the necessary resources, down times, environmental and other EMC requirements in a timely manner.

10. For realization of the service, the equipment must be covered under a valid and up to date EMC maintenance contract.

11. The packaging costs (including shipping) are included in the pricing listed in the quote number shown on the title page.

12. The transportation costs are included in the pricing listed in the quote number shown on the title page.

13. The move events will take place during business hours. Business hours are from 8am to 5pm, Monday through Friday.
   a. Event 1A: The QRF reference number that Central Traffic has provided for this Same Day, Dedicated, Secured, delivery is (QRF152424).
   b. Event 1B: The reference number that Multitek has provided for this Same Day, Dedicated, Secured, and Insured ($60,000), delivery is (PA110717A).
   c. Event 2: The reference number that Multitek has provided for this Same Day, Dedicated, Secured, and Insured ($50,000), delivery is (PA110217B).

14. The move event will take place during one contiguous outage window.

15. All necessary infrastructures in new location (adequate HVAC, power, floor space, security, ESRS connectivity, etc.) will be in place prior to the move date.

16. The customer is required to sign a waiver of liability before the move can be scheduled.

17. The Project Manager is not required to be on-site during the move event.

18. Ten (10) business days’ notice is required to schedule these activities.
Statement of Work

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

FEE SCHEDULE

Services Costs

The Services and/or Travel are included in the customer proposal, PR227007. If all the services have not been completed within 6 months of SOW signature date all services will expire and be considered delivered.

Travel Costs

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

SERVICES COORDINATION

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

<table>
<thead>
<tr>
<th>Customer's Authorized Representative</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Cato</td>
<td><a href="mailto:cheryl.cato@tamu.edu">cheryl.cato@tamu.edu</a></td>
</tr>
</tbody>
</table>

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

<table>
<thead>
<tr>
<th>Services Location(s):</th>
<th>Bill To:</th>
</tr>
</thead>
</table>
| 400 S, Akard, Suite 100 Floor 4  
Dallas, TX 75202        | 750 Agronomy Rd, Suite 2601  
Computing & Info Svcs, 3-42 Tamu  
College Station, TX 77845-3142 |
| 1229 N US Hwy 281     
Stephenville, TX 76401 |
| GSC, 750 Agronomy Rd  
College Station, TX 77843 |

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.
Statement of Work

CHANGE REQUESTS

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

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

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

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

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius. Sirius acknowledges Texas A&M University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.
Statement of Work

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of November 13, 2017. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to daphne.smith@siruscom.com. Please note, all pages of SOW are required.

TEXAS A & M UNIVERSITY

By: ________________________________

Name: ________________________________
Title: ________________________________
Date: ________________________________

PO# (if applicable):

SIRIUS COMPUTER SOLUTIONS, INC.

By: ________________________________

Name: Bonnie M. Cerrito
Title: Sr. VP - Contracts and Financial Services
Date: 11/16/2017 | 09:30 CST

SOW Number: 88965
Exhibit A

This is a SAMPLE version only, not to be signed

<table>
<thead>
<tr>
<th>Completion Document</th>
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<tbody>
<tr>
<td>Customer Name</td>
<td>Date</td>
</tr>
<tr>
<td>Project Name</td>
<td>SOW #</td>
</tr>
<tr>
<td>Customer’s Authorized Representative</td>
<td>Sirius Project Manager</td>
</tr>
<tr>
<td>Sirius Project Manager Phone #</td>
<td>Sirius Project Manager Email</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Activities/Tasks</th>
<th>Status</th>
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</thead>
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<table>
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<tr>
<th>Deliverables Provided</th>
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<tbody>
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<tr>
<td></td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td>Completed</td>
</tr>
</tbody>
</table>

Customer will return this Completion Document in accordance with its instructions on the original SOW from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the services or any portion thereof within the time frame set forth in the SOW. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within the time frame note on original SOW of Customer’s receipt hereof, the absence of Customer’s response will constitute Customer’s acceptance of the services and a waiver of any right of rejection.

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

CUSTOMER NAME

Signature: Date

Name (Print): Title

RETURN INSTRUCTIONS: Please return to the Sirius Services Operations Team via email at **SOA NAME** @siriuscom.com. If you have any questions or concerns, please contact the Sirius Project Manager listed above.
SOLUTION PROPOSAL

Prepared for:
TEXAS A & M UNIVERSITY
3142 TAMU
COLLEGE STATION, TX 77843

Prepared By:
Sue Corrington
Client Executive
Phone: (979) 690-6300
Email: Sue.Corrington@siruscom.com

Quote Date: 11/08/17
Expires: 12/08/2017
TAMU IT Data Domain Move Dallas to Stephenville
Proposal #: PR227007.2

Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, TX 78216
TEXAS A & M UNIVERSITY
3142 TAMU
COLLEGE STATION, TX 77843

SIRIUS

Quote Date: 11/08/17
Expires: 12/08/2017
TAMU IT Data Domain Move Dallas to Stephenville
Proposal #: PR227007.2

<table>
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<td>PA110717A</td>
<td>DELL EMC TRANSPORTATION TX-TX</td>
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<td>PA110217B</td>
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<td>AEA094-1964G</td>
<td>DELL EMC PACKING MATERIALS</td>
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<tr>
<td>PS-BAS-DEBRS</td>
<td>IDE FOR BRS 4 HOUR BLOCK</td>
<td>3</td>
<td>$3,060.00</td>
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<tr>
<td>PS-BAS-SABRS</td>
<td>BRS SOL ARCHITECT 4 HOURS QS</td>
<td>1</td>
<td>$1,570.00</td>
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Subtotal: $27,396.00
Shipping and Handling: $0.00
Total: $27,396.00

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

This proposal is valid if ordered on or before 12/08/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement
Agreement Number: 1-052461CA

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of TEXAS A & M UNIVERSITY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.
Accepted by:
TEXAS A & M UNIVERSITY

Signature of Authorized Representative
DEAN K. ENDLER
UNIVERSITY CONTRACTS OFFICER

Printed Name

Title of Authorized Representative

Date Signed
11/16/2017

Ship to Address:

Ship to contact (Name, Phone and Email):

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Boothe M. Cerriko

Printed Name

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed
11/16/2017 | 09:36 CST

Bill to Address:

Bill to contact (Name, Phone and Email):

Proposal #: PR227007.2