Statement of Work

Texas A & M University
Power 8 Upgrade

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 DIR Contract #DIR-03-8144 (the "Agreement") in the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

#DIR-TSO-3999

SCOPs OF SERVICES

Sirius will assist the Customer with the planning, installation and configuration tasks associated with an IBM p8 machine based on the requirements outlined by Customer.

Production Site (College Station, TX)

1. Project Planning
   a. Client planning
   b. Systems Assurance
   c. Verification of hardware requirements
   d. Verification of software requirements
   e. Network planning
   f. Customer personnel and resources requirements
   g. Physical site planning
   h. Installation activities schedule

2. Logical Partition Planning
   a. Processor requirements
   b. Pooling requirements
   c. Capped/Uncapped requirements
   d. Virtual processor requirements
   e. Memory requirements
   f. Adapter requirements
   g. Adapter placement planning
   h. Network planning
   i. NIM server planning

3. Hardware Management Console Installation
   a. Hardware installation
   b. Upgrade Firmware
   c. Connect appropriate cables
   d. Software installation
   e. Configure DHCP server
   f. Configure HMC network settings
   g. Configure HMC date and time
   h. Configure Service Contact Information
   i. Configure connectivity for Electronic Service Agent
   j. Configure Service Focal Point Surveillance Information
   k. Configure Firewall settings
   l. Create users
   m. Create system profile
   n. Create the partitions
   o. Activate the partitions
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4. Migrate TSM LPAR(s)
   a. Verify hardware requirements
      i. Supported hardware
      ii. Microcode requirements
      iii. System requirements
   b. Verify software requirements
      i. Current AIX maintenance level requirements
      ii. Third party software compatibility
      iii. Additional software products compatibility
   c. Perform migration
      i. Perform mksysb backup
      ii. Perform mksysb restore
      iii. Install appropriate AIX fixes
   d. Verify migration was successful

5. Basic LPAR and p8 Knowledge Transfer
   a. Backup and recovery of the HMC
   b. Create/Modify/Delete LPARs
   c. Activate LPARs
   d. Create/Modify/Delete-User(s) on the HMC
   e. Configuring Web-based System Manager Remote Client
   f. Configure remote shell
   g. Configure secure shell
   h. Advanced System Management Interface functions

TSM Server v7.1.3 Migrations from Legacy to New/Repurposed TSM Server

Migration of existing Prod p7 AIX TSM Server, to new p8 v7.1 AIX TSM Server. Migration of existing Test p5 AIX TSM Server, to new p8 v7.1 AIX TSM Server:

1. Download TSM Server v7.1.3 Base Version, and Patches from IBM Passport Advantage, along with any necessary Tape device drivers
2. Copy downloaded software to new/repurposed AIX TSM Servers for installation
3. Install TSM v7.1.3 server and client code and any necessary patches on the new/repurposed AIX TSM Servers
4. Install Tape device driver on new/repurposed AIX TSM Servers
5. Ensure new/repurposed TSM Server HBAs are zoned to Tape Drives
6. Confirm Tape Drives and Changer(s) are defined and available to AIX OS
7. Create the userid and directories for the New/Repurposed AIX TSM Server Instance
8. Prepare existing AIX TSM Server for Migration
   a. Disable Client Sessions
   b. Backup and then Migrate all Primary Storage Pools
   c. Perform a Full TSM DB Backup
   d. Backup Volist and Devconfig
   e. If no processes are running, and no tape volumes are mounted, halt the TSM Server
9. Perform DB Restore on new/repurposed TSM Server, emulating a DR Scenario
10. Upon successful completion of restore, initialize TSM Server application and Confirm Upgrade
11. Change DNS entries so that the new/repurposed TSM Server resolves to old TSM Server Hostname
12. Verify Tape Library Connectivity
13. Verify Client Connectivity to new TSM Server

ACCEPTANCE CRITERIA

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

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. 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 added within this SOW are beyond its scope and can only be provided pursuant to the change process described herein 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. As outlined in the "Scope of Services" section
2. Knowledge transfer

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:
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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.

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 will be provided for a fixed price of $17,700.00. Customer will be invoiced upon completion of the Services.

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>James Lund</td>
<td><a href="mailto:james-lund@tamu.edu">james-lund@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>
<tbody>
<tr>
<td>731 Lamar St.</td>
<td>3142 TAMU</td>
</tr>
<tr>
<td>College Station, TX 77843</td>
<td>750 Agronomy Rd, Suite 2601</td>
</tr>
<tr>
<td></td>
<td>Computing &amp; Info Svcs.</td>
</tr>
<tr>
<td></td>
<td>College Station, TX 77845-3142</td>
</tr>
</tbody>
</table>
Statement of Work

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.

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.
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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.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of November 29, 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@siriuscom.com. Please note, all pages of SOW are required.

TEXAS A &M UNIVERSITY

By: ____________________________

Name: ROBERT C. BOUNDS
Title: DIRECTOR, PROCUREMENT SERVICES
Date: 12.21.2017

SIRIUS PROHIBITED SOLUTIONS, INC.

By: ____________________________

Name: Bonnie M. Cerrito
Title: Sr. VP - Contracts and Financial Services
Date: 12/22/2017 10:37 CST

SOW Number: 60976
Exhibit A

This is a SAMPLE version only, not to be signed

<table>
<thead>
<tr>
<th>Completion Document</th>
<th>SIRIUS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Name</strong></td>
<td>Date</td>
</tr>
<tr>
<td><strong>Project Name</strong></td>
<td>SOW #</td>
</tr>
<tr>
<td><strong>Customer's Authorized Representative</strong></td>
<td>Sirius Project Manager</td>
</tr>
<tr>
<td><strong>Sirius Project Manager Phone #</strong></td>
<td><strong>Sirius Project Manager Email</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activities/Tasks</th>
<th>Status</th>
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<tbody>
<tr>
<td></td>
<td>Completed</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverables Provided</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Completed</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>Completed</td>
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</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 stating 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 noted 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:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name (Print)</th>
<th>Title</th>
</tr>
</thead>
</table>

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