



Addendum attached hereto and incorporated herein for all purposes.

PCM-G
2351 The HP Way
Rio Rancho, NM 87144

Quote Number: 3486742
Description: EMC Support Contract - Park Place
Contact Name: [REDACTED]
Contact Email: [REDACTED]
PO Number: [REDACTED]
Phone Number: [REDACTED]
Ship Via: Best Way - Ground
Created By: [REDACTED]
Created Date: 12/13/2019 12:15:39 AM
Modified By: [REDACTED]
Modified Date: 12/18/2019 01:22:32 PM
Order Notes: Start - 1-1-2020 End 8-31-2020 DIR Number - DIR-TSO-3778

BILL TO	SHIP TO
UNT System (10033840) 1112 Dallas Drive Business Service Denton TX 76205 Phone Number: (940) 565-3632	UNT System () [REDACTED] 3940 N. ELM Street Denton TX 76207

DESCRIPTION	Qty	Price	Ext Price
System 1			
EMC Support Contract - Park Place Mfr: CUSTOM SKU Mfr #: 219487-0	1	27,493.74	27,493.74

Quote is valid until 12/31/2019

	System Subtotal in USD:	27,493.74
	Subtotal in USD:	27,493.74
	Best Way - Ground Shipping:	0.00
	Tax:	0.00
	Total:	27,493.74

Approved: [REDACTED]
 Purchase Order: [REDACTED] Additional Info: _____

Thank you for giving PCM-G the opportunity to quote you these items.
 We look forward to doing business with you in the future.
 Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.
 If you have any questions regarding your order, contact your Account Representative Damien Hurst.
damien.hurst@pcm.com
 (505) 318-3096
 Times listed are Pacific Standard Time (PST).

UNT System

Statement of Work for

EMC Support Contract



Presented by PCM-G

P



UNT System Contact:



STANDARD TERMS AND CONDITIONS Addendum attached hereto and incorporated herein for all purposes.

PCM-G shall perform in accordance with this Statement of Work (the 'SOW') effective on the date agreed upon by and between PCM-G, Inc., dba as PCM Gov, Inc. ("Provider") whose principal office is located at 13755 Sunrise Valley Drive, Suite 750 Herndon, VA 21071, and **UNT System**, an organization, with its principal office located at 1112 Dallas Drive Business Service Denton TX 76205 ("**Customer**").

When mutually signed (executed), this SOW becomes contractually binding on Provider and Customer under the terms and conditions herein.

Customer acknowledges that PCM-G is acting in the capacity of a broker of services rendered by Park Place ("Subcontractor"). In this capacity Subcontractor retains the ongoing service obligation for deliverables, workmanship and warranties related to the services described in this Statement of Work.

Any information, whether protected by patent or copyright, including, but not limited to, programs, files, specifications, plans, business information, technical information, or other data either written or otherwise (hereinafter "Information"), which has been furnished or disclosed by Customer to Provider (or Provider delivery partners), or by Provider to Customer, its employees, or agents shall remain property of the originating party and shall be considered proprietary Information by the receiving party, its employees, or agents. Information shall not be reproduced, published, or disclosed to any third party (except as noted Provider delivery partners) without prior consent of the originating party. All copies of any and all Information furnished or disclosed (except for 'Deliverables' listed by this SOW) shall be returned to the originating party immediately upon written notice.

Subject to any specific limitations set forth, each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from a breach of this SOW by the indemnifying party. The representations made here shall survive for one (1) year from the termination of this SOW and all claims for indemnification must be



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Deliverable: For the purposes of this SOW, the term 'deliverable' refers to one specific work product that is the outcome of the engagement. Collectively, deliverables are the product for which the price of this SOW is exchanged. Services or activities (work) will be performed as a part of this SOW in order to produce the deliverables (work product).

Documentation: The terms 'document' and 'documentation' as they relate to this SOW are intended to mean any notes, charts, graphs, diagrams, report outputs, network addresses, passwords, configuration logs, or any other discretionary information deemed by Provider to be relevant to this effort. Documentation is not intended to be, or considered to be, complete, comprehensive, or exhaustive as it relates to the overall Customer network or information systems environment. Any documentation provided as a part of the execution of this SOW will be limited to systems, items, or topics specifically referenced in this SOW.

Knowledge Transfer: The term 'knowledge transfer', as it relates to this SOW, is intended to mean conversational discussions about various technical aspects of this effort. Knowledge transfer is not intended to be, expected to be, or considered to be complete, comprehensive, or exhaustive as it relates to the overall Customer network or information systems environment. Additionally, knowledge transfer is not intended to replace the need for formal instruction or vendor-supplied training of any systems installed or configured as part of this SOW.

Training: Training specifically stated in this SOW, Provider supplied training is not intended to convey any formal certification or credential and is provided as a courtesy to the Customer.

Best Efforts: 'Best Efforts' as it relates to this SOW is intended to mean services provided by Provider to the Customer with no express warranty or guarantee, but to the best result possible within the time and resources available.

The Deliverables described in the Deliverables section of this document provide the details of the work to be performed.

OUT OF SCOPE: Any items, components, materials, efforts, objectives, tasks, or services not described in either the Activities or Deliverables section of this document are considered 'OUT OF SCOPE' as they relate to this effort. OUT OF SCOPE work will not be performed without written authorization by the Customer via the project change control process described herein.

Testing, Validation, Verification: The terms 'testing', 'validation' and 'verification' refer to the process of comparing measurements and observations of specific information systems to Customer provided expectations or criteria. The Customer is responsible to confirm that tests, validation, or verification is successful.

Subcontractor: Means a 3rd party vendor or manufacturer that will deliver the Service.

Service: Means the Services sold to Customer to be performed by a Subcontractor and specified in this SOW.

STATEMENT OF WORK



1 INTRODUCTION OF SERVICE

The Customer desires to partner with Provider to provide post-warranty support on the referenced datacenter equipment below.

Provider will provide service according to the SLA (Service Level Agreement) listed below, ending 08/31/2020. Coverage on individual equipment will begin and end upon date listed below as specified.

OEM	DESCRIPTION	SERIAL #	QTY	SLA	Location	START	END
EMC	VNX5800 DPE 25x2.5" slots EMC Rack - ParkView Support	APM00144225255	1	7x24x4	Denton, TX	01-Jan-2020	31-Aug-2020
EMC	• 600GB 10K SAS 6Gb/s 2.5" VNX52/54/56/58/76/80 HDD		231	7x24x4	Denton, TX	01-Jan-2020	31-Aug-2020
EMC	• 200GB SSD SAS 6Gb/s 2.5" VNX52/54/56/58/76/8000		11	7x24x4	Denton, TX	01-Jan-2020	31-Aug-2020
EMC	• 200GB SSD SAS 6Gb/s 2.5"		52	7x24x4	Denton, TX	01-Jan-2020	31-Aug-2020
EMC	[REDACTED]						31-Aug-2020
EMC							31-Aug-2020
EMC							31-Aug-2020
EMC							31-Aug-2020
PPT							31-Aug-2020

Misc: APM00144225255

2 SCOPE OF WORK

The following sections define the scope of this work effort. Only the items detailed here will be considered IN SCOPE to this project. Any other tasks, activities, services, or work products which may be requested by the Customer throughout this engagement will be considered OUT OF SCOPE and may result in additional costs or fees, changes of project schedule, or a project change order.

[REDACTED]

[REDACTED]

is engagement:

Service Phone 1-800-543-4654, Option 1, 2 or 3

The Customer places call from a location near the equipment in question to the Customer Service Center.

When the Customer places a call for service, a Customer Service Center ("CSC") analyst will take the call immediately and begin the process of opening a support incident.

The Customer will provide the following to the CSC analyst when placing a call for service:

- Company name and address

STATEMENT OF WORK

- Equipment site name and address (*if different from company address*)
- Site contact name and phone number
- For hardware support incidents, the Customer shall provide:
 - Service tag or serial number
 - Model or detail description of equipment
 - Brief description of problem type or any errors being displayed (*if applicable*)

The CSC analyst will enter all the information into the call tracking system and issue an “incident” number. This process will take about three - five minutes. The Customer shall record the incident number. To streamline the information retrieval process, the Customer shall provide the incident number when calling the CSC in regards to the support incident.

2.2 Deliverables

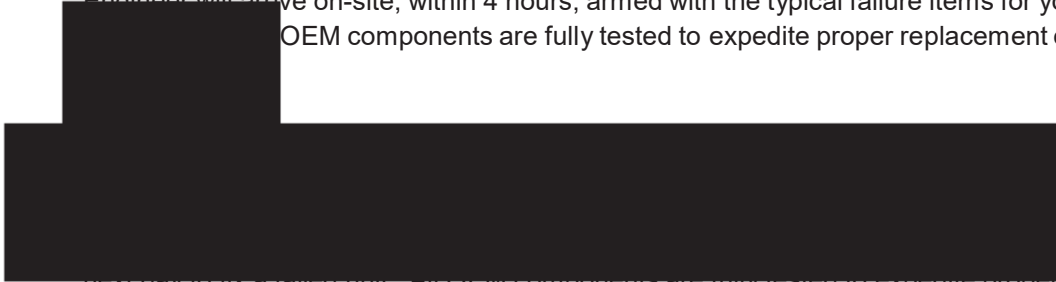
The following items will be delivered to Customer and shall constitute the work product of this engagement



devices to be covered under this SOW are listed in the table in Section 1 Introduction of Service.

7x24x4 Mission Critical Onsite Coverage

Provider will dispatch a Field Engineer if necessary to our customer site to arrive within 4 hours of determining a hardware issue. Provider will provide initial phone-based troubleshooting from an experienced technical support consultant to determine issue needs and escalation. Our Field Engineer will arrive on-site, within 4 hours, armed with the typical failure items for your specific OEM components are fully tested to expedite proper replacement of your failed



phone-based
ent to arrive
next day to fix a failed unit. All OEM components are fully tested to expedite proper replacement of your failed components.

7x24xNext Business Day Onsite Parts

Full support 24 hours per day, 7 days per week, including holidays, Next Business Day response with spare parts already at customer site. The parts will be stored onsite for a tech to come and install.

5x9xNext Business Day Onsite Coverage

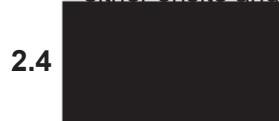
Provider will dispatch a Field Engineer if necessary to our customer site for arrival the following business day. Provider will provide initial phone-based troubleshooting from an experienced technical support consultant to determine issue needs and escalation. The Engineer will respond during normal business hours, 9 a.m. to 5 p.m. in your local time zone, Monday through Friday with the exception of holidays. Calls dispatched before 5 p.m. local time will receive service the next business day. In the case of calls dispatched after 5 p.m. local customer time, services may take an additional business day. Our Field Engineer will arrive on-site armed with the typical failure items for your specific environment. All OEM components are fully tested to expedite proper replacement of your failed components.

5x9xNBD AHR (Advanced Hardware Replacement) Coverage

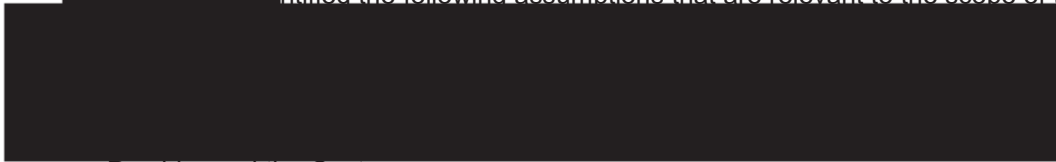


Monday through Friday, nine (9) hours per day, during Customer's normal business hours, except weekends and holidays, Park Place will arrive within 4 hours with field-replaceable parts most likely to have failed in Customer's environment. Holidays are defined as those days in which the majority of the work force does not work and most businesses are closed in the country of service. Calls received outside the coverage window will be serviced on a reasonable-effort basis, but may take an additional day for response. Once a Park Place Field Engineer arrives at Customer's site, the Field Engineer will continue to deliver the service, either onsite and/or remotely, at the discretion of Park Place, until the equipment is repaired.

2.4



identified the following assumptions that are relevant to the scope of this work



Microsoft Visio™, or otherwise agreed by

Provider and the Customer.

- 2) An onsite and or virtual audit may be necessary to discuss service delivery, discover any possible problems and risks in order to formulate an appropriate service delivery plan. Provider reserves the right to modify pricing & service as a result of discoveries during the audit.
- 3) Work will be performed during the service level hours specified on the agreement. Any work outside the scope of this SOW will be billed at \$250/hr. Travel outside the scope of this SOW will be billed at actual cost. Customer's advance written authorization required for work outside the scope and travel outside the scope.

- 4) Provider will provide reactive firmware support services for OEM-Supported firmware revision levels. If OEM firmware and microcode updates are not part of a hardware break/fix service event, they are not included. Provider will replace "with same" any OEM firmware/microcode/flare code required for resolving a hardware break/fix service incident, except in the event that Provider is running a lower version of flare code than is current. If Provider is not running the latest flare code and patch level release, Provider is responsible for acquiring the required firmware.
- 5) The Customer will provide Provider with the necessary workspace and equipment.
- 6) The Customer will provide Provider with timely access to internal experts for critical information.
- 7) Service is limited to the equipment & serial numbers expressly defined within this contract. Service requests initiated by the customer on equipment outside of this contract fall outside the scope of the SLA's (Service Level Agreements) defined herein and are subject to additional cost.

Customer Responsibilities:

[REDACTED]

the possibility of data loss, but Provider is not responsible for any data loss that may occur during this engagement, unless such data loss is resulted from Provider's intentional misconduct or gross negligence.

- 4) The Customer shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the original equipment manufacturer.
- 5) The Customer shall also maintain a current backup copy of the operating system and other software programs and data.

[REDACTED] shall provide Provider with full and free access to the Equipment and a safe place in [REDACTED] to perform such service.

[REDACTED] or their Provider Service representatives repair, modify or perform any maintenance on the Equipment, of, maintenance condition, such as [REDACTED] terms then in effect.

Risks:

There are no risks identified that are related to this engagement at this time.

Site Readiness:

Provider has identified that the following items must be present in the Customer's environment prior to the start of this engagement:

STATEMENT OF WORK

- 1) Customer is responsible to provide all required physical security for the location where the equipment will be installed.
- 2) Customer is responsible to provide proper cooling and environmental control capacity for the existing environment plus the new equipment.
- 3) Customer must provide any additional supplies including cable management equipment, additional dongles or connectors, customer specific management software, or any other items not specified in the bill of materials associated with this engagement, if any.

Scope Exclusions:

Provider has identified the following items that will be specifically excluded from the scope of this engagement:



The following sections detail the costs and proposed schedule for this project.

3.1 Schedule

Project Start Date: 1-Jan-2020

Project Completion Date: 31-Aug-2020

3.2 [Redacted] es will be performed



3010 N Elm Street Denton TX 76201

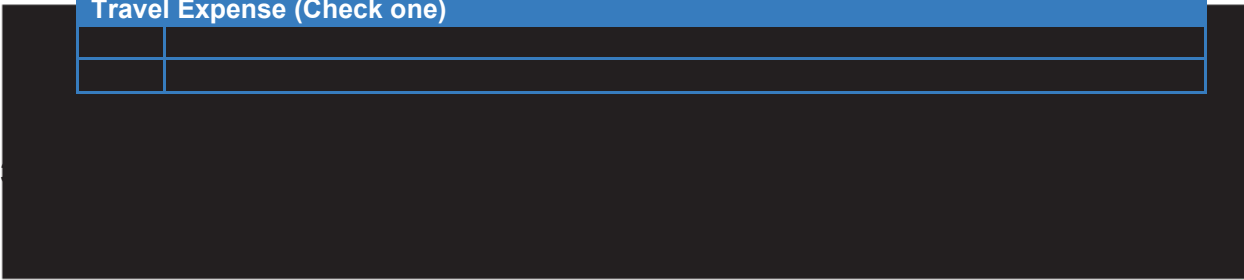
STATEMENT OF WORK

3.3 Price

The services and deliverables outlined in this statement of work will be provided for a fixed price detailed below. If additional OUT OF SCOPE activities are required during the engagement, authorization for additional costs will be submitted to Customer via the project change control process. The fixed price will not be exceeded unless first approved by Customer in writing.

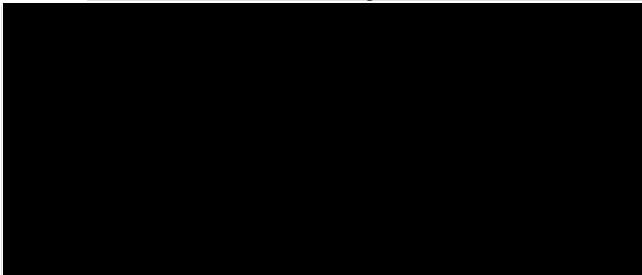
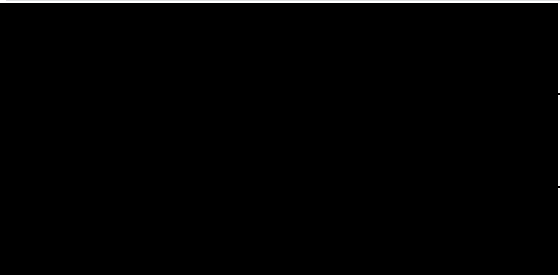
Service	Deliverable	Price
EMC Support Contract	Hardware Break/Fix Support Per Equipment List in Section 1	\$27,493.74
Price		\$27,493.74
Travel Expense (Check one)		

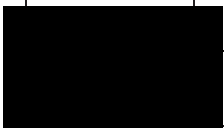

STATEMENT OF WORK



4 ACCEPTANCE

I, the undersigned, have read and agree to the terms of this SOW titled 'Statement of Work for EMC Support Contract'. I am an authorized representative of my organization, and I agree that once mutually signed all 11 pages of this SOW will have full force and effect for execution by all parties. Customer authorizes Provider to perform the services detailed herein, and agrees to the fee schedule also defined herein. Provider agrees to perform the activities and provide the deliverables defined herein. Upon completion of services and Customer acceptance, Customer authorizes Provider to invoice for services performed under this Statement of Work. Customer agrees to pay Provider by the due date set forth in the Provider invoice (including all applicable taxes).

UNT System	PCM-G
	
Title (printed)	Title (printed)
12/19/2019	12/19/2019
Date	Date

Please initial one option to indicate Purchase Order requirement:	
	ption
	urchase Order #: <u>9440</u>
	
	Purchase Order not required

At the discretion of Provider, this SOW may be subject to change in pricing and/or terms if not signed and returned on or before 12/31/2019.

STATEMENT OF WORK

ADDENDUM A: PROJECT CHANGE ORDER

Throughout the project it may be necessary to amend this scope of work or request approval for additional project related costs. Such requests will be submitted to Customer via the following project change request form.

PROJECT CHANGE REQUEST FORM

1. Project Information	
1.1. Project Name:	
1.2. Account Manager:	
1.3. Project Manager:	
1.4. Customer Sponsor:	
1.5. Governing SOW: This change request shall serve as an extension of service SOW	
[REDACTED]	
2.2. Change Description:	
2.3. Change Justification:	
2.4. Change Impact	
2.4.1. Effective Date:	
2.4.2. Estimated Duration:	
Estimated Cost:	
[REDACTED]	
[REDACTED] project scope and	
Signature:	SAMPLE – DO NOT SIGN
Customer Name & Title:	Date:

STATEMENT OF WORK

ADDENDUM B: PROJECT COMPLETION

When the project is complete, Provider will request final acceptance of all services and deliverables from Customer via the following project completion form:

PROJECT COMPLETION FORM

This document serves to confirm that the EMC Support Contract project has been completed and all of its deliverables have been met per the Statement of Work.

1. Project Name: EMC Support Contract	
2. Customer:	
<i>UNT System</i>	
<i>Customer Contact</i>	
[Redacted]	
<i>Internal Use</i>	<i>Specific phrase(s) billed</i>
Summary of Deliverables:	
<input type="checkbox"/> First Deliverable <input type="checkbox"/> Second Deliverable <input type="checkbox"/> Third Deliverable <input type="checkbox"/> Additional Deliverables... Note: Please provide total project hours	
COMPLETION DECLARATION:	
[Redacted] has received and reviewed all expected deliverables of the project, [Redacted] authorizes	
Signature:	SAMPLE – DO NOT SIGN
Customer Name & Title:	Date:

STATEMENT OF WORK

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS’ continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

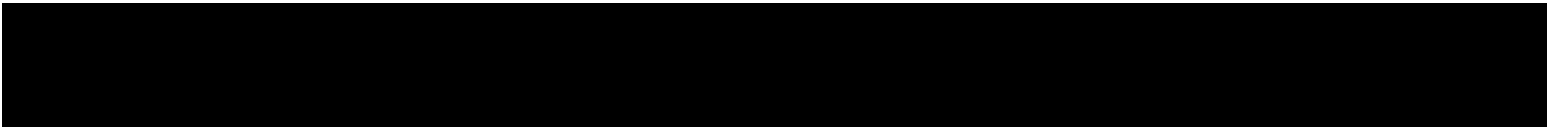
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

PCMG, Inc.



Date: 12/19/2019 _____

Date: 12/19/2019 _____

PCMG, Inc. dba PCM Gov, Inc.

Vendor ID	1330964088900	DIR Contract Number	DIR-TSO-3778
URL	Vendor Website	Contract Term End Date	5/2/2020
HUB Type	Non HUB	Contract Exp Date	5/2/2020

Contact PCMG, Inc. dba PCM Gov, Inc.

Contact DIR

**Contact
Phone
Fax**



**Contact
Phone
Fax**

