

7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Confidential Information.** DELL expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by DELL shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Performance Warranty.** The applicable services and product warranty terms in DIR-TS0-3763 apply to this Agreement.
10. **Indemnity.** The parties agree that the indemnity and limitations of liability terms in DIR-TS0-3763 apply to this Agreement.
11. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by DELL in any way associated with the Agreement.
12. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration. Therefore, any references to dispute resolution or binding arbitration or to the waiver of a right to litigate a dispute are hereby deleted.
13. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
14. **Certain State Law and County Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, DELL verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, DELL does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code §2251.152 Acknowledgment. By signature below, DELL represents pursuant to Section 2252.152 of the Texas Government Code, that DELL is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

[Agreement continues on next page]

- c. Resolution of Fort Bend County Against Human Trafficking, By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.
15. **Entire Agreement.** This Agreement, together with all agreements between the Parties referenced in this Addendum, embodies the entire understanding between the Parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the Parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.
16. **Conflict.** In the event there is a conflict between this Addendum and the attached Statement of Work, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of the Texas Contract DIR-TSO-3763, then the terms and conditions of Contract DIR-TSO-3763 controls to the extent of the conflict.
17. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

{EXECUTION PAGE FOLLOWS}

{REMAINDER INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

DELL MARKETING, LP.

KP George, County Judge



Authorized Agent - Signature

Dudley McClellan

ATTEST:

Authorized Agent – Printed Name

Commercial Counsel, Dell Legal

Laura Richard, County Clerk

Title

December 3, 2019

Date

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ **61,080.00** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

Exhibit A: Dell EMC Statement of Work

Exhibit A



Statement of Work for

Managed Deployment Staff Augmentation

Fort Bend County, Texas

ID 16703328

Table of Contents	Page
1 INTRODUCTION.....	3
2 SUMMARY OF SERVICE	4
3 ENGAGEMENT DETAILS	4
3.1 Scope of Services	4
3.2 Project Timeline	5
3.3 Services Out of Scope	5
3.4 Assumptions	5
3.5 Customer Responsibilities	6
3.6 Service Hours	7
3.7 Personnel Skills and Qualifications.....	7
4 PRICING	7
4.1 Estimate Revisions	8
4.2 Expenses	8
4.3 Additional Pricing Terms	8
5 CHANGE MANAGEMENT PROCESS	9
6 OTHER PROVISIONS	10
7 SIGNATURES.....	12
Appendix A: Change Request Form	13
Appendix B: Supported Sites.....	14
Appendix C: Major Metropolitan Areas.....	15

1 INTRODUCTION

"Dell EMC Services"	Dell EMC Services
"Dell EMC Services Address"	One Dell Way, Round Rock, Texas 78634
"Customer"	Fort Bend County, Texas
"Customer Address"	301 Jackson St Richmond, TX 77469
"SOW"	This Statement of Work.
"Services"	The services as described in this SOW.
"Agreement"	The Services performed, provided under this SOW, are governed by and subject to the terms and conditions in the Agreement that exists between Dell Marketing, L.P. ("Dell") and the Texas Department of Information Resources (the "DIR Dell Agreement", DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such contract Customer has elected to participate as an eligible public entity.
"Effective Date"	The date of the last signature below.
"Term"	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that Dell EMC Services completes the provision of Services in accordance with this SOW.

The terms **"Dell EMC Services"**, **"Dell EMC Services Address"**, **"Customer"**, **"Customer Address"**, **"SOW"**, **"Services"**, **"Agreement"**, **"Effective Date"**, **"Term"** and **"Deliverables"** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Dell Major Metro Areas

2 SUMMARY OF SERVICE

Dell EMC Staff Augmentation Services will provide the following qualified personnel to function as supplemental resources in Customer's current I/T organization during the Service Period as defined herein.

3 ENGAGEMENT DETAILS

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

3.1 Scope of Services

Dell EMC Services will perform the following Services under this SOW:

3.1.1 Staff Augmentation

Dell EMC Services will supply technician resource(s) to Customer to function as a supplemental resource in Customer's current I/T organization, working at the sole direction of the Customer, for the Supported Sites identified in this SOW. Knowledge and Skill are explained and identified in Section 3.7 Personnel Skill and Qualifications.

Project Manager resource will be tasked with overseeing Customer's Windows 10 migration initiative.

3.1.2 Resource Management

Dell EMC Services' Resource Management Office will be responsible only for providing the staff personnel as described herein. Dell EMC Services will assign a single point of contact ("**SPOC**") who will coordinate the staff requests from the Customer inside Dell EMC Services.

3.1.2.1 Dell EMC Services Provisioning Responsibilities

Dell EMC Services' SPOC will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.
- Review the Dell EMC Services standard invoice format and billing procedure to be used on the project, with the Customer Resource Manager.
- Issue and manage the Change Order Process.
- Receive authorized requests for resource(s) from Customer.

3.1.2.2 Customer Resource Management Responsibilities

Customer Contact will perform the following activities:

- Manage and Supervise resources
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Provide an approved change order to the Dell EMC Services SPOC.
- Administer the Change Management Process with Dell EMC Services.
- Authorize tasks that impact resource utilization in a timely manner.
- Review with Dell EMC Services invoice or billing requirements.

3.2 Project Timeline

Dell EMC Services anticipates the Resource(s) associated with these Services will span an estimated period of fourteen (14) contiguous business weeks, to include startup, steady state and closeout (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 3.6 herein.

3.3 Services 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. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any Dell EMC Services training or certification services not specifically described in this SOW.
4. Development of Deliverables and/or Materials.
5. Any post-delivery support to the Deliverables produced.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

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

1. Unless otherwise specified in writing, and mutually agreed to by Dell EMC Services and Customer, all contracted resources will be required to be at their designated location, or locations, for the duration of project. If any travel between sites additional charges could occur.
2. Resource will perform the service as a member of Customer's technical staff, directed by Customer. Dell EMC Services resources will not provide tools or software.
3. Dell EMC Services will provide the services at Customer's request to the extent that resources are available.
4. There will be no back-up coverage while assigned resources are off for vacation/holidays/other reasons.
5. No Service Level Agreements ("SLA") are defined.
6. No penalties included during the delivery of the services.
7. Due to the pre-screening process involved when providing staff augmentation, Dell EMC Services will require a minimum of twelve (12) business days lead to allocate the appropriate resources that are required.
8. Customer can request additional resource(s) with similar skillset from the SPOC if needed. Resources with different skillset will need to be request via the Change Order process.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell EMC Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

1. Promptly notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide Dell EMC Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which Dell EMC Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Dell EMC Services performs any work on Customer's production systems.
4. Developing or providing documentation, materials and assistance to Dell EMC Services.
5. Unless this SOW specifically requires Dell EMC Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, Dell EMC Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Dell EMC Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
6. Ensuring the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet Dell EMC Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to Dell EMC Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). Dell EMC Services may request that meetings be scheduled with Technical Contacts.
10. Although the Dell EMC Services supplied personnel shall remain Dell EMC Services employees or contractors, as applicable, Customer shall exclusively supervise, control, and direct the Dell EMC Services supplied personnel on their performance of services for the Customer during the Service Period.

3.6 Service Hours

Dell EMC Services will perform the Services during a time mutually agreed upon by Dell EMC Services and Customer in writing as part of the operational documentation related to the Services, based on a forty (40) hour week, including travel time to and from the Customer location and excluding local holidays.

3.7 Personnel Skills and Qualifications

Resources provided by Dell EMC Services will have the following skills and abilities. The effort will fall under the resource skillset described in below.

1. Security Clearance: None.
2. Level 4: Tech Lead
 - 4+ years' experience in servicing/deploying computer equipment
 - Able to lead team of technicians and act individually to complete service events
 - Experienced in managing subordinate technicians including escalating and resolving issues as they arise
 - Possesses proven customer service background
 - Understands Statements of Work requirements and recognizes cost impacts of operational matters
 - Possesses good communication skills
 - Able to interact with the Customer Site Contact to prepare site for service delivery
 - Responsible for resolving technical escalations that arise during service delivery
 - Possesses proven project experience utilizing data and settings migration, imaging, application installation, and technologies
 - Able to comprehend and follow verbal and written technical instructions and scripts
 - Possesses A+ certification or equivalent skill set
 - Possesses certification in various hardware platforms as required for servicing hardware issues

4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Charges shall be as follows:

Dell EMC Services will invoice Customer the applicable charges in accordance with this SOW. Charges for Services are based on the rate card detailed below. Customer agrees that this is Dell EMC Services' good-faith estimate of the total amount of the Services required and is not a fixed charge. Customer agrees that this does not guarantee the Services will be completed within a specific timeframe or price. The charges will be invoiced on a monthly basis based upon the actual number of hours, subject to the Specified Minimums described below, expended by Dell EMC Services in the prior billing period multiplied by the applicable hourly rates as set forth in the table below.

Resource	Rate Per Hour	Estimated Hours	Total
Level 4: Tech Lead	\$50.90	1200 total resource hours - Three (3) L4 resources at each in-scope location - Eight (8) hours per day per resource for estimated fourteen (14) weeks (four-day work weeks) - Business/After Hours (M-F) and Weekend day rate	\$61,080.00

"Specified Minimums": Eight (8) hours per day per resource, for up to forty (40) hours per week per resource.

4.1 Estimate Revisions

Should Dell EMC Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, Dell EMC Services 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 expenses.

4.3 Additional Pricing Terms

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell EMC Services after such thirty (30) day period, Dell EMC Services may: (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 Services is based on Customer's environment as disclosed to Dell EMC Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify Dell EMC Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, Dell EMC Services may terminate this SOW with notice to Customer.
3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Dell EMC Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by Dell EMC Services vary by +/- five (5%) percent, Dell EMC Services has the right to adjust the pricing to reflect such changes.
5. All prices are in USD and are exclusive of all applicable taxes.
6. During the delivery of the Services, if Customer requires changes to a scheduled Dell EMC Services activity, as defined by prior agreement or as documented in the agreed Dell EMC Services delivery schedule/plan, with less than five (5) business days' notice to Dell EMC Services in writing, additional charges will apply where Dell EMC Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.

7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to Dell EMC Services, additional charges may apply.
8. In the event the Term of this SOW extends beyond one (1) year, Dell EMC Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
9. Schedule delays outside of Dell EMC Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
10. For Services performed based on hourly rates, estimates by resource are provided for planning purposes only. Estimated hourly allocations may be redistributed from one resource to another within the confines of the estimated total defined in this section without requiring customer pre-approval. Resource(s) assigned to this project are full time and as such are expected to work a minimum of eight (8) hours per day, per assigned individual, unless mutually agreed.
11. Dell EMC Services will invoice Customer no less than eight (8) billing hours per day, exclusive of scheduled vacation time, sick time, statutory holidays and scheduled partial weeks. A partial week is defined as a mid-week project start/end date.
12. The overtime rate applies to any services performed on weekends or holidays.
13. Pricing does not include Dell EMC Services taking over any existing resources
14. Any expenses based on Customer access requirements will be billed to the Customer. This includes health screens, TB tests, other background checks, etc.
15. Parking will be billed to the Customer.
16. Engagements longer than nine (9) months may require a change in resources.
17. Pricing is within Dell Metro Area only (see appendix C). If any site is outside the Metro area Customer will have to pay for the technician to travel to that site. Additional cost includes the Technicians rate of pay for travel time to and from site, IRS mileage rate per mile to and from site, hotel and per diem a day. Hotel and per diem are based on travel 150 miles and further from the Dell Metro area.

5 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – Dell EMC Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – Dell EMC Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and Dell EMC Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor Dell EMC Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, Dell EMC Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and Dell EMC Services.

6 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. Dell EMC Services may use affiliates and subcontractors to perform the Services.
2. Dell EMC Services may perform all or part of the Services off-site at a Dell EMC Services location or other location.
3. The Services may be performed outside the country in which Customer and/or Dell EMC Services is located. From time to time, Dell EMC Services may change the location where Services are performed and/or the party performing the Services; provided however, Dell EMC Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that Dell EMC Services will request Customer's participation in a Customer feedback survey. Additionally, Dell EMC Services may approach Customer to serve as reference regarding Dell EMC Services' performance of the Services. If Customer agrees to be a reference, Customer and Dell EMC Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell EMC Services' customers and potential customers.
 - Customers are invited to join the program at the conclusion of their project for a period of one year.
 - Dell EMC Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - We limit usage of Customer reference to no more than once per month.
 - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. Dell EMC Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Dell EMC Services 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 EMC Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.

6. Customer, not Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell EMC Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, Dell EMC Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
9. Dell EMC Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
10. To the extent Dell EMC Services' liability is not anyway excluded under the Agreement, Dell EMC Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
11. Dell EMC Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
12. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
13. No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Dell EMC Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
14. In the event the Customer has not engaged Dell EMC Services to perform the Services and two (2) months have passed since the later of the Effective Date and Dell EMC Service's completion of the last Service-related Deliverable, without further engagement from Customer, Dell EMC Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of

Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

- 16. 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 Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.

7 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via fax or email to Dell EMC Services at 512-283-7899 to the attention of Intake Manager RE: Deal ID 16703328 or via email to MD_Deployment@dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Fort Bend County, Texas

Dell Marketing, L.P.

Signature: _____

Signature: _____ Digitally signed

Printed Name: _____

Printed Name: **Michael** by _____

Title: _____

Title: **DAmico** Date: 2019.12.03

Date: _____

Date: _____ 15:13:23 -05'00'

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives a purchase order ("PO") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request Form

The Change Request Form may be found at: www.dell.com/servicecontracts/RFC

Appendix B: 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 between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Fort Bend County, Texas	Multiple locations within Fort Bend County, Texas.				1200 resource hours

Appendix C: Major Metropolitan Areas

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 5.

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	Sulpher	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