

Party/Vendor Name: Dell Global Services

Party/Vendor Contact Person: C.W. McGee

Contact Phone: 615.775-6804

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address One Dell Way, MS 8107, Round Rock State: TX Zip: 78682

Department: Service for 1 to 1 Initiative Amount: \$1,701,960 (approximately)

Purpose: 1 to 1 Laptop Initiative

Budget Code(s) (put comma between multiple codes): 2.5110.852.319

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: 9/7/10

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature _____

Date: _____

Project Manager: _____

Date: _____

Division Assistant Superintendent Signature [Signature]

Date: 9-3-10

Type of Contract: ☐ Award Bid ☒ Sole Source ☐ Piggyback ☐ Emergency ☐ As To Form Other: _____

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☒ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director

Central Purchasing Director Signature: [Signature] Date: 9/3/2010

Include the following coverage: ☒ CGL ☒ Auto ☒ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance

Notes: _____

Risk Manager's Signature [Signature] Date: 9/6/10

(Applicable only for hardware/software purchase or related Information Technology services) ☐ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature [Signature] Date: 9/3/2010

Yes ☒ No ☐

Sufficient funds are available in the proper category to pay for this expenditure. \$ 1,701,960

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature [Signature] Date: 9/3/10

Date department needs contract back from attorney: _____

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☒ Yes ☐ No

Attorney's Signature: _____

Date: 9/16/10

This document has been reviewed and approved by the UCPS Superintendent.

☒ Yes ☐ No

Superintendent's Signature [Signature]

Date: 9/16/10

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature _____

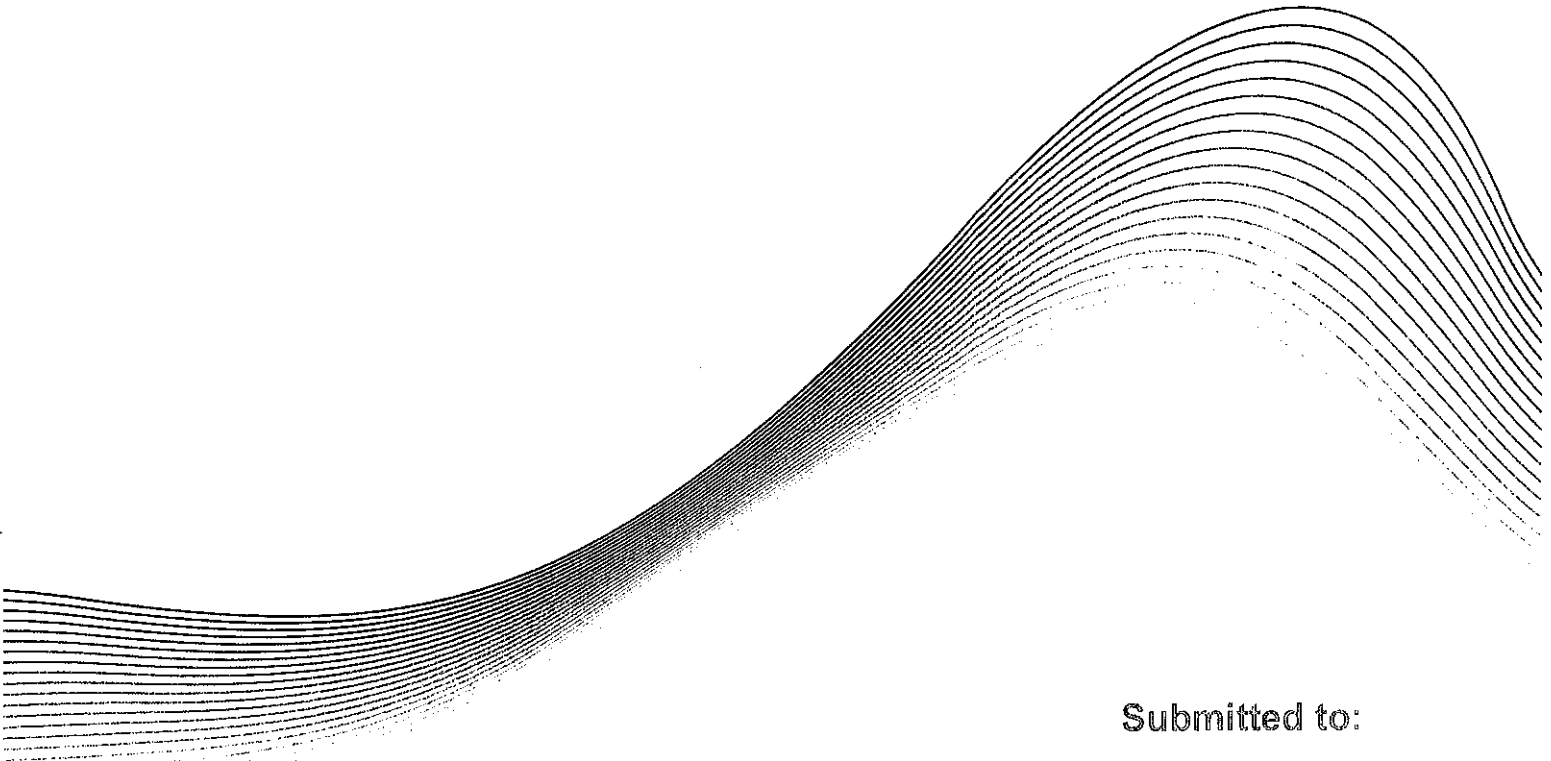
Date: _____

Dell Global Services

Union County Public Schools

Hardware Support and Summer Refresh Services

Service Agreement Number 01-20-11



Submitted to:

Union County Public Schools

**Submitted by:
Mohamed Kerr
31 August 2010**

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This Statement of Work ("SOW") describes the program management, refresh, break/fix, asset tracking, and reporting services (the "Services") to be provided by Dell Marketing L.P. ("Dell") to Union County Public Schools ("UCPS"). The Services provided under this SOW are governed by Dell's standard UCPS Master Services Agreement, which can be obtained at www.dell.com/cmsa (the "Agreement"). Terms contained in this SOW shall have the meaning set forth in the Agreement unless otherwise defined hereunder.

The following appendices are attached hereto and incorporated by reference:

- Appendix A - Definitions
- Appendix B - Locations
- Appendix C - Supported Hardware
- Appendix D - Termination Schedule
- Appendix E - Master Services Agreement

1 SCOPE

- Program Management services
- Summer Refresh of systems (laptops)
- Warranty break/fix services
- Reporting

The Services shall be provided at the Union County Public School District locations as referenced in Appendix B.

2 TERM

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth below. The Services shall be charged on a per-box, per-year basis with a contract term through September 30, 2016.

After September 30, 2016, this SOW shall renew for succeeding annual fiscal periods subject to approval by UCPS Board of Education.

UCPS may elect not to ~~automatically~~ renew this SOW for succeeding annual fiscal periods by providing Dell thirty (30) days advance notice for any scheduled ~~automatic~~ annual renewals. Either party may terminate this SOW if the other party commits a material breach and the breach is not cured within sixty (60) days of receipt of written notice from the injured party. In the event UCPS terminates this SOW due to material failures by Dell which were not cured within the required notice period, UCPS shall not be liable for any Termination Fees.

Customer may terminate this SOW for convenience after the first twelve (12) months of service by providing sixty (60) days' written notice to Dell. In event of such termination by Customer, Customer shall pay the following: (i) payment for all services completed up to the effective date of termination, (ii) payment of wind down expenses associated with early termination and payment of start up expenses not yet recovered by Dell, both of which are outlined in Appendix titled Termination Schedule.

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3. RESPONSIBILITIES

3.1 Dell Responsibilities

Dell and/or its Partners shall perform the following activities:

- Serve as central point of contact for all delivery issues of the Services.
- Manage Dell tasks, resources associated with the project, and coordinate activities with UCPS.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Make any changes associated with the project in compliance with the Change Management Process described herein
- Manage the escalation of issues between Dell and UCPS.
- Provide a facility large enough to perform the Services included in this SOW
- Accept full asset control of the systems once they leave the school.
- Provide a means of electronic asset tracking for all systems processed during the summer program.
- Maintain 100% inventory control of all Dell parts shipped into the project.
- Serve as central point of contact for all service delivery.
- Manage tasks, resources associated with the project, and coordinate activities with UCPS.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a regular daily reporting mechanism to identify project tasks, project status, inventory status, next steps, and potential problems (Sample reports in Appendix A).
- Manage the escalation of issues between Dell and UCPS.

3.2 UCPS Responsibilities

UCPS and/or its Program Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all necessary resources required for the Services.
- Obtain all consents, approvals, and licenses required by UCPS' suppliers, licensors, and lessors that are necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each UCPS site where Services will be provided. Dell will providing training on service delivery processes, repair processes, and training in the service depot on basic repair functions such as replacement of CRUs (customer replaceable warranty items such as power supplies, memory modules, etc.).

4. SCOPE OF SERVICE

4.1 Program Management

Dell's program management office ("PMO") will manage Services described in this Statement of Work and attached Appendices under this SOW ("Statement of Work"). The PMO acts as a Single Point of Accountability ("SPOA"), with authority to make decisions for all Service provided to UCPS under this SOW. Dell and UCPS will each assign a program manager ("Program Manager") who will coordinate the activities to be performed under this SOW. The program manager for each party will serve as the point-of-contact for all communications and any modification to the scope, requirements, or responsibilities under this SOW.

4.2 Summer Refresh

Dell will manage and implement a summer refresh program for the deployed laptops in support of the student 1:1 program under this SOW.

Description of Summer Refresh Services

The Services performed under this SOW will be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. (excluding nationally-observed holidays) based on a forty (40) hour week ("Service Hours"). Services performed outside the Service Hours will be mutually agreed in writing and subject to additional fees (per item 5.2).

Summer Refresh activities

Dell and UCPS will complete the activities listed below. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified to reflect the actual operating environment.

Planning Phase

The proposed baseline plan will be reviewed and approved by UCPS prior to implementation and will at a minimum include the following elements:

- The number of systems to be refreshed with a new image will be determined throughout the program and will result in an installed base of the following minimum number of units; Year 1 – 3,000 systems, Year 2 - 6,000 systems, Year 3 - 9,000 systems, Year 4 – 9,000 systems, Year 5 – 6,000 systems, Year 6 - 3,000 systems.
- The location where the systems will be picked up
- The time frame in which systems will be picked up
- The location where the systems will be deployed
- The time frame in which systems will be deployed
- The configuration of the systems to be deployed
- The images to be loaded on the systems
- Contact information of the Dell and UCPS deployment team members

- Contact information for the UCPS Site/IT Manager for each site where systems will be deployed

High Schools & Middle School sites

Scheduling

The output of the scheduling phase will be a detailed collection and deployment schedule which will define the deployment and collection groups. This information will be reviewed by UCPS for accuracy and approval. Dell and UCPS will mutually agree in writing to a deployment schedule and the group of end users that make up each schedule group ("Schedule Group").

UCPS and the Dell PMO will assign individual schools to specific delivery dates per the deployment schedule and Dell will notify the UCPS site contact at the school to inform them of their assigned delivery date.

Dell will confirm the deployment schedule with the UCPS site coordinator at each school at least one week prior to the scheduled delivery date.

UCPS will promptly notify Dell of any conflicts in order to lock the schedule at least three (3) weeks prior to the scheduled delivery date. Any modifications or cancellations occurring within forty-eight (48) hours prior to the scheduled delivery date may be subject to additional fees.

Collection

The UCPS PCs to be refreshed will be picked up by Dell from a central location at each school and taken to an off-site staging area so refresh work can be completed. The process steps include:

- Each school will collect and box the laptops in boxes provided by Dell prior to the agreed upon pick up date.
- Any damaged or missing UCPS asset tags will be tracked and replaced at the depot by Dell as agreed upon by both parties no later than 60 days after contract signing.
- Pickup of power supplies for the notebooks will be determined during Due Diligence. Customer may opt to store at schools.
- Units in need of repair will be identified by UCPS prior to the agreed upon pick up date
- Pick up schedules to be set at least two weeks in advance, no pick-ups will occur after the agreed upon designated school closing date
- Dell will pick up additional units, at up to a maximum of 50 (20) locations, that were held back for summer school during the first week of August.
- Asset Transfer forms will be used to track how many laptops are picked up at each location.
- UCPS Site Administrator personnel and Dell personnel will physically count each machine prior to both signing transfer form.
- Any laptops turned into the school after the last pickup date will be scheduled for pick up , no later than July 1st. Only one additional pick up request will be scheduled per school. Second and subsequent pick up requests may incur additional fees.

Staging

The PCs arriving at the Dell staging facility will be received by a Dell representative and entered into the Dell asset tracking system. Physical counts will be performed to reconcile the assets received against the asset inventory. If there are discrepancies between the inventory and what's received at the Dell staging area, the issue will be escalated to the Dell Program Managers. The process steps include:

1. PCs will be unboxed.
2. Boxes stored for reuse during deployment.
3. PCs will be scanned into inventory at the staging area
4. PCs will be visually inspected for missing or damaged parts
5. PC's will be sorted and stored by school into three main groups
 - a. Those that are in need of repair
 - b. Those that will need only to be imaged.
 - i. Those that are only in need of imaging will be powered on and the BIOS unlocked prior to being shelved for imaging.
 - ii. If any issues are discovered during the power on, the units will be re-classified as "in need of repair"
 - c. Those flagged by UCPS as administrative holds for reasons such as intentional damage and not covered under the CompleteCare Accidental Damage Service, or systems not assigned in the UCPS database.

Warranty repair

The summer refresh process involves Dell repairing any machines that are covered under the terms of the Dell limited warranty or the CompleteCare Accidental Damage Service. All identified repairs will be complete by mutually agreed upon dates during the planning phase.

The process steps include:

1. PCs will be removed from the staging area and taken to the repair area .
 2. PCs will be scanned into the repair area
 3. The technician will diagnose the unit.
 4. The technician will pull the required parts to repair the unit.
 5. The technician will repair the unit as required.
 6. The technician will diagnose the repaired unit to ensure it is back to a fully functional state
 7. The technician will unlock the BIOS and setup the boot order to NIC first in preparation for imaging
 8. PCs will be scanned as repair complete
 9. PC will be returned to the ready for image area for the school that it is from.
- Examples of some of the un-intentional damage that are covered are:
 - Liquid spilled on or in unit
 - Drops, falls, and other collisions
 - Electrical surge
 - Damaged or broken LCD due to a drop or fall
 - Accidental breakage (multiple pieces)

- Damage caused by intentional acts, fire, theft or loss, is not covered under CompleteCare Accidental Damage Service. Some examples of damage that would NOT be covered are:
 - Damaged in a fire
 - Intentional damage (tool marks)
 - Stolen unit or missing parts
 - Normal wear (cosmetic damage that does not affect system performance)
 - Examples of normal wear are;
 - Dents or scratches
 - Small cracks where no internal components are exposed or no sharp edges are present, and where tampering with an internal component is not possible as a result of the crack.
 - Consumables such as batteries are covered by the standard Dell warranty policy. Dell can implement a proactive battery replacement program at the request of the customer. The cost of the batteries would be paid by UCPS and the labor will be covered by the summer refresh.

Dell Responsibilities

Dell and/or its Program Manager will perform the following activities:

- Review all parts forecasts for accuracy and availability
- Identify any parts that will require additional time to ship
- Maintain enough parts on hand to allow for all repairs to be completed prior to imaging by the mutually agreed upon dates.

Image Refresh and Deployment

The summer refresh process involves Dell imaging all machines that are collected and returned to the refresh facility. The process steps include:

- New student image provided by UCPS by June 15th
- PCs imaged with new image
- UCPS to provide all imaging scripts, processes, and software to be utilized by Dell
- PC's BIOS is locked down per UCPS instructions.
- PCs have basic cleaning preformed,
 - Wipe down screen
 - Blow dust and debris out of keyboards
- Affix UCPS asset labels to each machine.
- Label each machine with the following data provided by customer
 - Student name
 - School
 - Graduation year
- Label each box with the following data about the contents of each box
 - Students names
 - Stop tags
 - Graduation year
 - Sequential box number by grade (box 1 of 40 for example)
- PCs boxed alphabetically by school and grade for re-deployment
- PCs delivered to school staging areas based on mutually agreed upon dates annually during the planning phase for each summer refresh.

- Dell agrees to offer utilizing UCPS IT personnel for any required supplemental labor during the summer refresh. In exchange, Dell will provide UCPS a credit equivalent to \$11 per hour. UCPS personnel must agree to work under the direction of the Dell program manager, commit to a time duration to be negotiated for the summer refresh, and have the requisite skills to perform the work as defined by Dell.

UCPS Responsibilities

UCPS will be responsible for the activities listed below.

- Contacting Dell to coordinate pick up of the hardware from the schools to the secured facility provided by Dell
- Providing carts for transporting all hardware within a building at a UCPS site.
- Ensuring UCPS Site Coordinator is on-site and available as needed by Dell at the deployment site.
- Providing Dell with access to and use of information, data, UCPS facilities, equipment, and internal resources as reasonably necessary to deliver the Services.
- Ensuring all systems and related equipment are easily accessible by Dell without the need to move furniture, and providing keys to any cable locks as needed to remove or secure systems during de-installation and/or installation.
- Providing all logon IDs, passwords, domain specifications, and personal settings for each end-user prior to the imaging, as designated.
- Ensuring end-user data that is to be saved is removed from the systems prior to Dell taking control of the systems.
- Providing post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.

Dell Responsibilities

Dell will be responsible for the activities listed below.

- Pick up of the hardware from the schools and transfer to the secured staging area
- Repairing all warranty issues
- Manage all assets during the process
- Provide insurance coverage for all UCPS assets during the project.
- Provide a local facility capable of performing the work until the number of systems enrolled in this program will be 12,000. While the installed base is less than 12,000 systems, Dell will perform the summer refresh services in a remote facility.
- Image all student laptops that are collected with the new student image
- Performing quality assurance after image is complete
- Sorting all machines alphabetically by Student name, grade and school during the return and redistribution process
- Provide the name labels for the notebooks
- Labeling all machines
- Labeling all boxes with color coded labels per school
- Delivering of all machines back to the schools per the schedule to include an inventory manifest that lists the machines returned and box number to facilitate re-distribution. Information can be provided in paper and electronic data format.

- Assume risk and responsibility for systems transported or transferred by Dell and Dell subcontractors between schools and to and from the imaging and repair depots.

4.3 Hardware Repair Services

Dell will provide a comprehensive warranty solution, including a service depot, availability of parts, and personnel to meet the forty-eight (48) hour service level agreement. At Dell's expense, Dell will repair all units except those with intentional damage as determined by UCPS. Dell will provide the service depot facility when the number of units enrolled in this program reaches 12,000 systems. Prior to this threshold, UCPS will provide adequate secured facility and space for Dell to staff and operate a local service depot.

Dell will use the repair facility of one of its local Service Providers once the quantity threshold is met. The repair facility for both the Summer Refresh and Repair Services will be located in Union County NC when the quantity thresholds described above are reached.

Dell will provide local depot support services to UCPS for hardware incidents unresolved through the UCPS Help Desk. Warranty support includes required labor and parts to restore the malfunctioning PCs to operational status.

Dell will take malfunctioning systems to the depot for repair and return within the service level agreement ("SLA") time periods specified herein.

Service Description

Dell will perform in scope services at the service depot facility for configuration, disposal, and repairs. Dell will provide Services for the Union County Public School sites identified in Appendix B. The Services will be performed Monday through Friday, 8:00 AM to 5:00 PM local time (excluding UCPS observed holidays) based on a 40 (40) hour week ("Service Hours"). Services performed outside the scope of this agreement will be mutually agreed in writing. During summer hours when Dell personnel are providing services in UCPS depot facilities, Dell personnel will observe UCPS 4 day, 10 hour work day so long as the modified schedule does not impact Dell's ability to meet its service level agreements and configuration and deployment deadlines or target dates. UCPS will allow access to UCPS facilities outside normal hours of operations if doing so is required to meet the contracted SLAs and target dates for deployments.

Dell will provide local depot support services to UCPS for hardware incidents unresolved through the UCPS Help Desk. Warranty support includes required labor and parts to restore the reported client to operational status, including supporting CompleteCare™ warranty claims.

The Dell technician will take systems to the depot for repair and return within the service level agreement specified herein.

Warranty Repair Process:

- The end user will contact the UCPS Technology help desk for technical assistance.
- UCPS Technology staff / Help Desk will diagnose the problem.

- Dell will provide one time hardware training in the repair depot for UCPS staff consisting of hardware orientation and demonstration of replacement of all CRUs (customer replaceable parts) and FRUs (field replaceable parts).
- The school system is still responsible for entering that repair into the Dell online trouble ticket system, and Dell will manage the Warranty Parts Direct (WPD) transaction to replace any Customer Replaceable Parts (CRU) used at the school on an even exchange basis at the time a new CRU is provided. Warranty Parts Direct is the Dell program and system used to manage and request warranty parts for Dell equipment. Customer Replaceable Parts are components on laptops which can be easily replaced without the assistance of a technician (ie power supply).
- If the notebook is not fixed and returned to the end-user by School Staff, a trouble ticket is created with the vendor provided online ticket system by school the UCPS Technology staff.
- Dell dispatches technician to school site to collect systems requiring repair each day. The Dell technician will repair the system at the local depot and return the repaired system to the schools help desk within forty-eight (48) hours of the time the system was picked up at the school. The SLA clock will begin when Dell picks up the device from the school, the SLA clock will stop when the unit is received back at the school.
- Vendor will reimage the unit at the depot as required to return the system to a working state
- Hard drive replacement and imaging is the responsibility of Dell regardless of WPD reimbursement status
- After resolution the case is updated and the trouble ticket closed out.
- If the issue is not resolved within the specified SLA, a pre-defined escalation process is initiated until issue resolution.
- Parts delays caused by industry shortages are excluded from SLA metrics.
- Dell will notify UCPS in advance of parts shortages.

Warranty Service

All warranty repairs will be performed locally within forty-eight (48) hours. All parts management is the responsibility of Dell.

Customer Replaceable Units (CRU) spare parts (AC power adapters, memory modules, rubber feet, external screws, optical drives, wireless cards, and Keyboards) will be included in the parts stocked at each school support facility to allow the school Help Desk Technicians to perform simple parts replacement. Dell will return parts removed from systems for replacement via Dell's Warranty Parts Direct Program and provide to good parts to the school. Dell will provide training at the depot repair facility located in UCPS on CRU replacement procedures.

For CompleteCare™ whole unit replacements, Dell will deliver the units to the correct UCPS location within twenty-four (24) hours of receipt of replacement unit. Whole unit replacements under CompleteCare will be excluded from the SLA..

Repair Resolution

Dell will enter the repair resolution & date in a Dell provided service . The UCPS help desk and school district personnel will have the ability to track recurring issues with notebooks based on the following, but not be limited to:

- Repair Ticket number
- Student Name
- School Address
- Student ID number (NCID)
- Repair Ticket issue description
- Data (actions taken by technician to resolve issue) entered in resolution field(s) of help desk database
- Computer serial number and model number
- MAC-level Ethernet address (as units are received in the Depot for repair)
- MAC-Level Wireless address (as units are received in the Depot for repair)

Audit Trail

Dell will log the Service Repair Request into a master database for audit trail purposes and create a Maintenance Service Report (MSR) which will include, but not be limited to:

- Date/Time logged
- Student Name /Student NCID number
- Service Tag of notebook
- Stop Tag of notebook
- Problem Description
- Severity of problem (1-3) *
- Resolution Description
- Parts ordered
- Date/Time returned

(*Help Desk = 1, CRU = 2, Depot Event = 3)

The Dell technician will update the asset repository (within 24 hours of the referenced change) to reflect any change or update in the UCPS inventory (adding or removing).

Escalations

The Dell Project Executive will contact the Dell team lead for resolution of all warranty repair service escalations.

Warranty Parts Direct

It is Dell's SOLE responsibility to follow all Warranty Parts Direct WPD process and procedures. The WPD program is Dell's program for managing access to spare parts to repair systems under warranty.

5. Reporting

Dell trouble ticket system will provide on-line reporting that will include but is not limited to:

- Parts usage - Tickets requiring parts and parts used
- Trouble tickers per school - Ticket counts by school
- SLA's – Reporting against the service levels contracted.
- Loopers – Reporting for an “repeat” repairs or systems in the depot multiple times
- Open tickets (by school and all schools)
- Ticket history – Actions taken on any open or closed ticket
- Ticket aging – Report showing open tickets which are aging and reasons not closed
- CRU usage by school – Customer Replaceable Warranty Parts used in each school
- WPD – dispatches - Tickets where a warranty part was requested and sent
- WPD – Waiting parts - Tickets awaiting a warranty part to resolve
- WPD – waiting Labor reimbursement - Tickets awaiting labor reimbursement to a service provider for repairs completed under warranty
- Ad-hoc reporting as required by Dell or the school system

6. Pricing

This section describes the methodology for calculating the charges for the Services provided under this SOW. UCPS 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:

- Initial 6000 (minimum) systems: \$65 / system / yr (4 years purchased and billed with the hardware)
- All subsequent systems: \$70 / system / yr

Dell may not increase pricing (as long as scope remains the same) for the 9000 unit purchase commitment in the first 3 years of this agreement. Dell will hold pricing at \$65 and \$70 per system per year accordingly throughout the four (4) year life of those 9000 systems.

A minimum of four (4) years is billed to each system annually after initial deployment

Billing amounts may be broken down into multiple SKUs for purposes of accounting and revenue recognition deferral, however amounts will total the agreed pricing.

Pricing is based on key volume assumptions for an installed base of systems as follows:

- Year 1: 3,000 systems enrolled in program
- Year 2: 6,000 systems enrolled in program
- Year 3: 9,000 systems enrolled in program
- Year 4: 9,000 systems enrolled in program
- Year 5: 6,000 systems enrolled in program
- Year 6: 3,000 systems enrolled in program

Statement of Intent Clause – It is the desire and objective of UCPS to continue to deploy up to 21,000 systems under this program and renew this agreement annually until the desired volume goals of the program are achieved. This “Statement of Intent Clause” does not create additional contractual commitments for UCPS beyond the minimum commitments defined in this SOW which total 9,000 systems deployed in the first 3 years. For investment purposes, Dell has relied on this Statement of Intent to provide pricing and plan investments accordingly based on an ultimate installed base of 21,000 units deployed vs. the minimum committed of 9000 units deployed.

6.1 Expenses

Expenses are included in the pricing herein unless otherwise noted. Unless the scope changes (pursuant to the Change Management Process), Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of UCPS.

6.2 Key Pricing Assumptions

The pricing for the Services are based on the Key Assumptions set forth below.

1. All systems are covered by CompleteCare throughout the life cycle of the equipment
2. Dell reserves the right to revise pricing in the event assumptions set forth herein become invalid during the term of this SOW. If UCPS and Dell are not able to reach agreement on the revised pricing, Dell may terminate this SOW, with UCPS subject to payment of applicable termination charges, or wind-down expenses, if no termination charges are scheduled. In the event of such termination, UCPS will reimburse Dell for investments made in the first two years of the program where the costs of those investments were planned to be recovered over the life of the program.
3. All prices are in US currency and are exclusive of all applicable taxes.
4. UCPS's obligation to pay for hardware, software or other materials purchased from Dell under a separate agreement is independent of either parties' performance under this SOW.
5. There will be one visit, for pickup and delivery, to each school on school days
6. The SLA is second-day delivery of repaired systems back to the site 95% of the time
7. Initial parts are stocked on-hand are provided by Dell
8. UCPS shall be responsible for reasonable actual costs incurred by Dell due to cancellation or re-scheduling of any scheduled deployment by UCPS less than three (3) business days prior to deployment.
9. The parties shall mutually agree on adjustment of the prices and/or scope of services to reflect the actual operating environment if the volume and pricing assumptions are incorrect or there is a material failure of UCPS to perform its responsibilities as set forth in this SOW.
10. Prices include travel expenses within the UCPS district. UCPS will not be charged for travel that occurs during pick-up from the schools buildings.

6.3 Time & Material Prices

Hourly rates for additional, non-contract services performed by Dell technicians on a Time and Materials basis at the request of UCPS are listed below:

Time & Materials Hourly Rate (during Service Hours)	\$65 per hour
Time & Materials Hourly Rate (Outside Service Hours)	\$72 per hour

Note -Time & Materials rates may be invoiced and will be paid by UCPS for the following:

- Delays exceeding thirty (30) minutes beyond the scheduled time for the Services to be performed when a Dell technician comes to a school and the equipment is not available for service; such charges will be invoiced in fifteen (15) minute increments. Extraordinary circumstances beyond UCPS control such as bomb threats in schools, fire drills, severe weather, or other unscheduled emergencies shall not be subject to these billings. Depending on the duration of the delay, Dell reserves the right to delay services and return at a later date. Any missed SLAs that result from these delays shall be excluded from the SLA calculations.
- Services requested when the technician is not currently onsite and must come to a school are charged based on a two (2) hour minimum per incident and must be approved by the SPOA. If charges are not approved, Dell may schedule such service for the next planed onsite visit to that school.
- Other services requested and not contained or included in this Statement of Work

7. Assumptions

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions"):

7.1 General Assumptions

- Minimum quantity of 3000 new laptop systems to be deployed October – November 2010 and additional 3000 new laptop systems deployed in January 2011 – February 2011 or as late as September 2011 receive Services under the SOW for the duration of this agreement. Any quantity below these levels could require re-pricing.
- Additional years volume assumptions as noted in this statement of work.
- Dell assumes a break/fix rate of .33 of systems (33%) per year. If rate exceeds this amount, UCPS will agree to work with Dell on a program to lower the failure rate.
- Student will receive the same system returned each year unless moving from middle to high school.
- Dell will provide servers and storage equipment for imaging in the depot.
- Customer will provide software and software licenses for any software required for imaging systems.
- Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management process.
- Minimum of twenty (20) laptop and desktop system installations per UCPS site.
- Until the unit volumes in this program reach 12,000 units, Summer Refresh Services will be provided remotely at an alternate imaging and staging facility.
- Until the unit volumes in this program reach 12,000 units, Hardware repair Services in will be performed at a UCPS provided facility.
- UCPS will be responsible for the utilities, data networking, voice telecommunications, related expenses for the repair facility. Dell will be responsible for providing hardware, furnishings, counters, printers, and other items needed to operate the repair facility.

- Assume risk and responsibility for systems transported or transferred by Dell and Dell subcontractors between schools and to and from the imaging and repair depots.
- Dell will, at its own cost, performing criminal background checks of any Dell and Dell subcontractor on-site personnel.

7.2 Scheduling Assumptions

- Schedule Groups will be formed to allow a consistent daily volume of Services at each UCPS location.
- Services will be scheduled to ensure a minimum of four (4) consecutive business days per week at a UCPS site until the Services are completed at the site.
- Schedules will maximize the quantity of Services at each UCPS site which are in reasonable proximity within the same building and minimize the number of return visits to each UCPS site.
- Imaging instructions will be finalized at least ten (10) business days prior to the date the scheduled imaging services are to be performed.

7.3 UCPS Sites & Facilities Assumptions

- UCPS will provide a safe working environment and reasonable office accommodations.
- UCPS will provide safe and adequate parking facilities.
- UCPS will provide access to facilities, including any necessary keys or badges.
- UCPS preparation of all work areas and end-user desks will be completed prior to the scheduled start of Services, including access to power, and network connectivity.

7.4 IT Environment & Technical Assumptions

- Network infrastructure is stable and is the same across all UCPS sites.
- Notebook Operating System is Microsoft XP Operating system or newer and
- Dell will provide Depot facility after the agreed upon quantity thresholds are achieved.
- UCPS provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.

8. Out-of-Scope Services

Pricing excludes any services not specified in this SOW, including but not limited to the following:

- Procurement of hardware, software, or other equipment required for the Services that Dell will not provide under this SOW.
- Packaging of software applications that are not part of the operating system image for installation
- Post-installation support.(defined as additional technical on-site personnel at schools for a period of time typically for one to two weeks immediately following the redistribution of systems to students)
- Packing, shipping, or disposing of non-leased legacy systems unless otherwise stated in the SOW. Removing viruses unless the virus is in PC images installed by Dell (Dell will,

- however, promptly notify the UCPS site coordinator upon discovery of any virus).
- Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
- Software maintenance unless otherwise stated in the SOW.
- Warranty services for third party products which are not provided by Dell.
- Any services not specifically identified in this SOW or a subsequently executed Change Order.

9. Reports

Dell will track and provide monthly reports to UCPS for each asset deployed and will provide both paper and electronic reports containing the following data elements:

- lease/order number
- wireless card Media Access Control (MAC) address
- Ethernet Media Access Control (MAC) address
- model number
- serial number
- anti-theft tag number
- name of student
- student number
- student location
- name of staff member
- staff number
- staff location as assigned to each unit
- name of person signing off on installation

Dell will maintain a database for inventory purposes that includes at a minimum the following information:

- Serial Number
- Make
- Model
- Anti-theft tag ID number (Anti-Theft Tag)
- Ethernet Media Access Control (MAC) Address
- Wireless Media Access Control (MAC) Address
- Tracking of laptop throughout the imaging, setup, and delivery processes
- Contact for installation
- Contact who signed-off on installation

Dell is responsible for updating the Ethernet Media Access Control (MAC) Address and Wireless Media Access Control (MAC) Address in instances where the logic board or wireless access card has been replaced and notifying UCPS of the change.

Prior to System acceptance, Dell will furnish and provide detailed electronic and soft copies of the database file including the information on the serial number. The required format for the electronic file shall be a delimited, flat, electronic file or an alternate format mutually agreed upon.

10. Change Management Process

Either party may notify the other party that a permitted change in scope of the Services is desired. Dell will draft and submit a written "Change Order" to UCPS based on discussions with UCPS. In addition to the detailed change in scope of the Services as described above, a Change Order may also describe the reason for the change; related assumptions and both parties' responsibilities; including the schedule and price impacts of the change. Change Orders will not be effective until mutually executed by both parties.

11. Non Deployable System (NDS) Equipment

UCPS' Program Manager is responsible for contacting the Dell help desk or Dell Program Manager to report a non-deployable Dell-branded system. 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 equipment covered by this SOW is deemed to be a NDS at the time of installation, then will repair or replace the Dell-branded equipment if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, Dell will assist UCPS in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Dell or for products that are no longer under warranty, Dell will notify UCPS.

12. General

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any omissions, oversights, errors, or failures by Customer to perform its responsibilities under this SOW or the Agreement; (2) problems caused by Customer software or data; (3) a defect or deficiency with respect to Customer's network, systems, or other equipment; (4) failures of hardware not maintained by Dell; or (5) modifications to hardware made by a party other than Dell or its representatives. Dell shall notify Customer and use commercially reasonable efforts to perform notwithstanding the occurrence of one or more of the foregoing events (with Customer reimbursing Dell for its additional out of pocket expenses for such efforts).

13. Additional Provisions

The following additional provisions may be implemented at no additional costs when the installed base of systems reaches 12,000 systems. Any changes made must be implemented utilizing the Change Management Process.

1. Dell will explore cost savings opportunities and make recommendations to UCPS which preserve service levels and reduce cost. Any recommendations identified, proposed, and accepted by UCPS which may reduce costs will be documented and presented to UCPS. Any savings from the implementation of these recommendations will be reflected in a change order with proposed price reductions for future services once implemented.
2. At the request of UCPS, Dell will work with UCPS to develop a program to provide hardware break fix support for Dell tablet computers deployed to teachers through this program. The services to be provided will be negotiated in good faith in order to support these systems through this program with no additional costs to UCPS. Any systems supported through this program will be purchased with warranty and CompleteCare

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support.

3. At the request of UCPS, Dell will work with UCPS to develop a program to provide an interim hardware break fix support for student owned personal laptops. The services to be provided will be negotiated in good faith in order to support these systems through this program with no additional costs to UCPS or UCPS students. Any systems supported through this program will be on an interim basis only until students are provided UCPS provided laptops. Systems must be purchased with Dell warranty and CompleteCare support and only available for Dell branded computers.

14 Signatures

IN WITNESS WHEREOF, Dell and UCPS have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Union County Public School District

Dell Marketing L.P.

By: Dr. Ed Davis

By: MARK HORAN

Printed Name: «UCPS Contact FullName»

Printed Name: Mark Horan

Title: «UCPS Contact Title» Superintendent

Title: VP/GM, Public Sector

Date: 9/16/10

Date: 9/29/10

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a UCPS's Purchase Order that references this SOW. Upon receipt of this fully executed SOW and UCPS's Purchase Order, a Dell Project Manager will contact you to begin Services scheduling. Any pre-printed terms and conditions stated on a UCPS Purchase Order will not apply to this SOW.

support.

3. At the request of UCPS, Dell will work with UCPS to develop a program to provide an interim hardware break fix support for student owned personal laptops. The services to be provided will be negotiated in good faith in order to support these systems through this program with no additional costs to UCPS or UCPS students. Any systems supported through this program will be on an interim basis only until students are provided UCPS provided laptops. Systems must be purchased with Dell warranty and CompleteCare support and only available for Dell branded computers.

14. Signatures

IN WITNESS WHEREOF, Dell and UCPS have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Union County Public School District

Dell Marketing L.P.

By: Dr. Ed Davis
Dr. Ed DAVIS

By: _____

Printed Name: «UCPS Contact FullName»

Printed Name: _____

Title: «UCPS Contact Title» Superintendent

Title: _____

Date: 9/16/10

Date: _____

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a UCPS's Purchase Order that references this SOW. Upon receipt of this fully executed SOW and UCPS's Purchase Order, a Dell Project Manager will contact you to begin Services scheduling. Any pre-printed terms and conditions stated on a UCPS Purchase Order will not apply to this SOW.

Appendix A -- Definitions

Agreement

The master agreement in place between the parties.

Change Order Request

A written request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

Commercially Reasonable Efforts

The amount of effort or the extent of activity that a reasonable business person would take to achieve a result under the applicable circumstances.

Effective Date

The date of last signature of this SOW.

Service Hours

Service Hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local time (excluding the following nationally-observed holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas).

Services

The complete set of services to be performed by Dell described in this Statement of Work "SOW"

Appendix B — UCPS Sites

The Services will be provided for the following UCPS locations during the term of this SOW. Additional UCPS locations may be included as mutually agreed using the Change Management process. This list will be developed during Due Diligence as outlined in this SOW.

UCPS Site	Address	City	State	Zip	Qty

Appendix C — UCPS Supported Hardware

This section will be developed during Due Diligence as outlined in this SOW.

Appendix D – Termination Schedule

1. Actual termination expenses are billed in the event of termination for convenience with Dell providing documentation of expenses.
2. The termination fees estimated represent good faith estimates of the total fee by year.
3. The only expense not included in the good faith estimate are lease termination expenses for a Dell depot which is not planned until the install base of systems reach 12,000 systems. Prior to agreeing to any lease termination fees, Dell will review such clause with UCPS.
4. Dell's good faith estimate of Termination Fees is listed below.
5. The estimates below assume termination occurs on the first day of the contract year and is a "worst case" estimate by year, exclusive of the lease termination fees.
6. Changes in volume assumptions throughout the life of the agreement will impact the actual termination fees. A faster ramp will reduce the termination fee while a slower ramp may increase the termination fees.

Scenario-3 yr purch. 65/70, ramp 9K	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Unit Volumes	3,000	6,000	9,000	9,000	6,000	3000
Estimated Value of Services Delivered	\$195,000	\$390,000	\$600,000	\$600,000	\$405,000	\$210,000
Term Fee Estimate	no option	\$279,980	\$274,475	\$186,264	\$57,500	\$25,000
Term Fee % of Est Revenue	no option	71.8%	45.7%	31.0%	14.2%	11.9%

Appendix E - Union Accelerated Deployment Program Credits

Dell and UCPS recognize the rate of systems deployed under this program may be greater than the volume assumptions outlined in the pricing section of the Statement of Work. In the event the volume of systems deployed and enrolled in this support program is greater than the base assumptions in the SOW, Dell will provide UCPS credits which shall be applied towards future services or hardware purchases.

Credits Schedule:

Customer Rebate Schedule								
Year	1	2	3	4	5	6	7	8
Installed base at commencement of annual billing cycle	3,000	6,000	9,000	12,000	15,000	18,000	21,000	21,000
Rebate credited to future purchases	\$0	\$0	\$0	\$0	\$55,000	\$100,000	\$115,000	\$135,000

Assumptions:

1. Credits shall be "earned" when the installed base of systems enrolled and billed under the program reaches the minimum number of units listed in the above schedule
2. Credits shall be applied towards future scheduled billings of hardware or services
3. If the minimum threshold required to earn a Credit is reached after a billing cycle for a particular year, the Credit shall be pro-rated and either applied to a scheduled hardware purchase OR the next scheduled annual services billing
4. If the minimum threshold required to earn a Credit is met, but the install base of systems enrolled in the program is reduced below the required threshold later in the year, UCPS will forfeit any Credits in that year.
5. In the event of non-renewal of the SOW, any outstanding Credits not yet applied shall be forfeited



Dell Customer Master Services Agreement

Between

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682
"Dell"

and

Union County Public Schools
400 N Church St
Monroe, NC 28112
"Customer"

THIS CUSTOMER MASTER SERVICES AGREEMENT ("**MSA**") is entered into by you ("**Customer**") as evidenced by your use of the Services (defined below). "**Customer**" shall include Customer's corporate subsidiaries, as well as corporate parents, affiliates, and other related entities (collectively, "**Affiliates**") approved by Dell to receive Services under this MSA. For purposes of this MSA the term "Dell" shall mean Dell Marketing L.P. or, when applicable, the Dell entity identified on Customer's invoice. Dell and Customer agree to the following terms and conditions:

1. Services

All services provided by Dell under this MSA (the "**Services**") will be described in one or more Service Agreements. "**Service Agreements**" are order forms or service contracts that incorporate the terms of this MSA, including "Service Descriptions" available at www.Dell.com/ServiceContracts, "Technical Specification Forms", "Statements of Work", and any other such mutually agreed upon document. The MSA and each Service Agreement will be interpreted as a single agreement, independent of each other Service Agreement, so that all of the provisions are given as full effect as possible. In no event will the description of Services under any Service Agreement be deemed by implication or otherwise to exclude any Services described in this MSA or another Service Agreement.

In the event of a conflict between the terms of the MSA and a Service Agreement, the terms of these documents will be interpreted according to the following order of precedence: (1) Service Agreements and (2) the MSA.

2. Terms of Purchase

2.1. Requests for Service; Quotes and Orders. All orders for Services must specify Dell's quotation (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by Dell. If Customer orders on-line, Dell may issue to Customer user names and passwords (the "**Purchase Codes**"). By accepting and using the Purchase Codes, Customer acknowledges the validity of an electronic order, which shall be deemed to be a writing for all purposes hereunder, and agrees to be responsible for full payment of any Services ordered using Customer's Purchase Codes. Customer is responsible for keeping the Purchase Codes confidential and controlling their use.

2.2. Prices. The prices charged for Services purchased under this MSA will be Dell's "then-current" charges for such services in each geographic region or as quoted by Dell. Dell reserves the right to revise pricing if prices for Services are based upon written assumptions and those assumptions are determined inaccurate. If Customer and Dell are not able to reach agreement on the revised pricing, Customer or Dell may terminate the applicable Service Agreement. All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. If the Services are being performed on a time and materials basis, any estimates provided by Dell are for planning purposes only. Any required deposits are non-refundable.

2.3. Additional Fees; Taxes. Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services provided or the amounts charged under this MSA, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes related to Dell's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Should any payments to Dell become subject to withholding tax, then Customer shall deduct these taxes from the amount owed to Dell and pay the taxes to the appropriate tax authority in accordance with the laws thereof. Customer shall promptly provide Dell with receipts or other applicable evidence of substantiating the payments as required under the laws of the applicable taxing authority. Dell shall not be liable for any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax.

2.4. Invoicing and Payment. Customer's payment terms will be net thirty (30) days from the date of invoice, subject to continuing credit approval by Dell. Customer will pay Dell in US dollars or in the currency of the country in which the Dell affiliate that supplied the Services is domiciled, as invoiced by Dell or an affiliate of Dell. Additional charges may apply if Customer requests services that are performed outside contracted hours or are beyond the normal coverage for the particular service.

2.5. Nonpayment. For invoices not paid within thirty (30) days of the invoice date, Dell reserves the right to charge Customer a late penalty charge of one and a half percent (1.5%) per month applied against undisputed overdue amounts,



or the maximum rate permitted by law, whichever is less. In addition, Dell, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Customer and/or seek collection of all amounts due, including reasonable legal fees and costs of collections. Dell shall have no liability to Customer for any such suspension or termination of Services, or non-acceptance of orders.

2.6. Purchases by Affiliates. Unless otherwise agreed in writing, any Affiliate who submits an order to Dell for Services shall agree to abide by the terms of this MSA. Dell, in its sole discretion, may discontinue selling Services to any Affiliate or may require additional payment and/or credit conditions for such Affiliate.

2.7. Purchases from a Third-Party Reseller. This Section 2.7 shall not apply to Customers who purchase Services directly from Dell. If Customer purchases from a party other than Dell (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between the Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that this MSA, except for the "Terms of Purchase" provisions above, shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller Agreement. Dell shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in this MSA. Customer acknowledges that to the extent Dell does not receive payment for the Services from the Reseller; Dell shall have the right to suspend or terminate the Services until such payment is received. Dell shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

3. Term & Renewal

This MSA has a one (1) year term commencing on the date last signed by either Customer or Dell ("Effective Date"). The MSA will automatically renew on the anniversary of the Effective Date for subsequent one year terms ("Term") unless terminated in accordance with Section 4 below. Each Service Agreement will continue for the term stated therein, unless otherwise terminated pursuant to this MSA. In addition, Dell may, at its option, propose to renew the Service by sending Customer an invoice or continuing to make the Service available to Customer. Customer may (where permitted by law) agree to such renewal of the Service by paying such invoice by its due date or by continuing to use the Service. If Customer renews a Service Agreement by continued use of the Service, Customer will be invoiced in a manner substantially similar to their initial term of Service.

4. Termination

Either party may terminate this MSA for convenience by providing at least thirty (30) days prior written notice to the other. Termination of this MSA for convenience will not terminate any outstanding Service Agreement that provides for a specific term over which the Services are to be provided. In such case, this MSA, as incorporated into the Service Agreement, and the Service Agreement that provides for a specific term will remain in effect for the remainder of such term. Upon termination of this MSA, all rights and obligations of the parties under this MSA will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

Either party may terminate an individual Service Agreement if the other party commits a material breach of such agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more Service Agreements will not terminate this MSA.

5. Third-Party Products & Warranties

"Third Party Products" means any third-party hardware, services or software. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Dell or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.** Except as agreed to in writing between Customer and Dell, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

Except as otherwise specifically agreed to in a Service Agreement, Customer authorizes Dell (or otherwise obtains the rights for Dell) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a



backup system or data. Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to give Dell and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

6. Proprietary Rights

6.1. Deliverables. Except as otherwise specifically agreed to in a Service Agreement, Dell will retain exclusive ownership in all Deliverables created by Dell hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Dell under this MSA. Subject to payment in full for the applicable Services, Dell grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use. "Deliverables" means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by Dell or its subcontractors in the course of performing the Services.

6.2. Tools & Software. Dell will retain all intellectual property rights with respect to the processes, tools and software related to the Services. Any use by Customer, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by Dell during the term of Services is prohibited.

7. Software License Provided By Dell

Customer use of Software in connection with the Services is pursuant to the terms accompanying the Software. "Software" includes software locally installed on Customer's systems and software remotely accessed by Customer through the Internet or other means (including, but not limited to websites, Internet portals and "cloud-based" software services). In the absence of such terms, Customer use of Software is pursuant to the Dell Services License Agreement & Acceptable Use Policy ("AUP") available at www.Dell.com/AUP. By accessing, downloading, installing, activating or otherwise using such Software, Customer agrees to be bound by the terms of the AUP.

8. Customer Responsibilities

It is the Customer's responsibility to backup data on Customer's system(s). Customer acknowledges that Dell's performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer's location, and (B) Customer's timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to Dell any required licenses, approvals or consents necessary for Dell's performance of the Services.

9. Confidentiality

In the performance of the Services, Customer and Dell may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, customer lists, "know-how," or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to personnel of Dell or Customer, including employees, agents and subcontractors, on a "need-to-know" basis in connection with its performance of this MSA, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a "need-to-know" basis. The foregoing shall not include information, which, (A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient, (B) is received by the recipient from a source other than a party to this MSA, or (C) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to other party. The obligations with respect to Confidential Information shall continue for three (3) years from the date of disclosure.

10. Support Services

When Services consist of repair of Dell-branded systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component



covered by this MSA. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (B) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another.

11. LIMITED WARRANTY & LIMITATION OF LIABILITY; HIGH-RISK DISCLAIMER

11.1. Limited Warranty. DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "DELL PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE DELL PARTIES MAY MAKE.

11.2. Limitation of Liability. NEITHER THE DELL PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL. WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. THE DELL PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS MSA SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD.

EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

11.3. High-Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High-Risk Activities**"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

12. Indemnification

Dell shall defend, indemnify and hold harmless Customer from any third-party claim or action that the Services or any Deliverables (excluding Third-Party Products) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services or Deliverables are sold to Customer by Dell ("Indemnified Claims"). In addition, if Dell receives notice of a claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option, (A) obtain a right for Customer to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; or (D) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable. Notwithstanding the foregoing, Dell shall have no obligation under this Section for any claim resulting or arising from (A) Customer's modifications of the Services or Deliverables that were not performed by or on behalf of Dell; (B) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (C) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Customer.



Customer shall defend, indemnify and hold Dell harmless from, any third-party claim or action arising out of (A) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Customer-provided technology, software or other components related to the Service, as well as software directed or requested by Customer to be installed or integrated as part of Services, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

Each party agrees to indemnify and hold harmless the other party from any third-party claim or action for personal bodily injuries, including death, resulting from the indemnifying party's gross negligence or willful misconduct resulting from the Services (excluding Third-Party Products) provided hereunder. This section states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other.

13. Export; Regulatory Requirements

13.1. Export. Customer and Dell acknowledges that the Services sold under this MSA, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered and/or performed in countries outside the U.S. and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer and Dell agree to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Dell may also require export certifications from Customer for Customer-provided software. Dell's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the U.S. Government; Dell is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

13.2. Regulatory Requirements. Dell is not responsible for determining if Third Party Products to be used in performance of the Services satisfy the local regulatory requirements of the country to which the products are to be shipped, nor shall Dell be obligated to perform any Services where the resulting products or software do not satisfy the local regulatory requirements.

14. Important Additional Terms

14.1. Independent Contractor Relationship; MSA Assignment; Subcontracting. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA. Dell has the right to assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, by operation of law or otherwise, provided that Dell shall remain responsible for the performance of Services under this MSA. Otherwise, neither party may assign this MSA without the permission of the other.

14.2. Entire Agreement; Severability; Section Headings. This MSA and Service Agreements is the entire agreement between Dell and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this MSA.

14.3. Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Service Agreement by giving written notice to the delayed party.

14.4. Notices. Notices under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the other party at the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt.



If to Dell:

If to Customer: (if different from above)

Dell Marketing L.P.
Attn: Mgr Contracts
One Dell Way
Round Rock, TX 78682

14.5. Governing Law, Forum and Language. THE PARTIES AGREE THAT THE MSA, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to the MSA, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

The parties agree that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the MSA shall be brought exclusively in the courts located in Travis County, Texas. Customer and Dell agree to submit to the personal jurisdiction of the courts located within Travis County, Texas, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

This MSA will be interpreted and construed in accordance with the English language.

14.6. Dispute Resolution. Customer and the Dell Parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA, Dell's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

14.7. Limitation Period. Neither party may institute any action in any form arising out of this MSA more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

14.8. Counterparts. If a signature block is appended hereto, this MSA may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

By their signature below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Agreement.

Dell Marketing L.P.
Signature:
Name: MARK HARGAN
Position: VP from Public Sch
Date: 9/28/10

Customer	Union County Public Schools
Signature:	
Name: Dr. Ed DAVIS	
Position: Superintendent	
Date: 9/16/10	



If to Dell:

Dell Marketing L.P.
Attn: Mgr Contracts
One Dell Way
Round Rock, TX 78682

If to Customer: (if different from above)

14.5. Governing Law, Forum and Language. THE PARTIES AGREE THAT THE MSA, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to the MSA, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

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By their signature below, Dell and Customer indicate their agreement to the terms and conditions set forth in this Agreement.

Dell Marketing L.P.
Signature:
Name:
Position:
Date:

Customer	Union County Public Schools
Signature:	<i>Z. E. Davis</i>
Name:	Dr. Ed DAVIS
Position:	Superintendent
Date:	9/16/10