

March 2, 2018

Statement of Work # 22978083

JP3 NETWORK SUPPORT HOURS

1 PARTIES

"Insight"
Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Scott Trinkle

"Customer"
Webb County Texas
1110 Washington Street, Suite 203
Laredo, TX 78040
Attn: Gus Ornelas

2 ENTIRE AGREEMENT

This Statement of Work ("SOW") is effective as of the date last signed below ("SOW Effective Date") and subject to the Contract for Cisco Branded Equipment and Related Services, DIR Contract No. DIR-TSO-2542 dated May 5, 2014 (the "Agreement") between Cisco Systems, Inc. and State of Texas Department of Information Resources ("DIR") with Insight as an authorized reseller. This SOW, including the Agreement and all documents either attached or incorporated by reference, make up the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

3 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1.1 Location

The Services will be performed remotely for the following Customer location(s):

- 1110 Washington Street, Suite 304, Laredo, TX 78040

3.1.2 Scope and Approach

Insight will perform the following Services:

- Provide up to 12 hours of network consulting support, on an as-needed basis, which may include the following:
 - General support and troubleshooting for IPSec VPN tunneling
 - General support and troubleshooting for call manager communications
 - Develop IPSec VPN template for other site
 - Backup and documentation of final device configurations
 - Documentation of findings and recommendations
 - General network consulting

3.2 Deliverables

Deliverables, if any, will be agreed upon by both parties in writing.

Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Customer under this SOW.

3.3 Customer Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Customer Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Customer is responsible for the following:

1. Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
2. If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
3. Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Customer.
4. Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
5. Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
7. If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
8. Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
9. Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

10. Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a non-exclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.
11. Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

3.4 Resource Team

Project Sponsor, Webb County Texas– Gus Ornelas
Services Account Executive, Insight – Scott Trinkle
Account Executive, Insight – Christine Ricker
Services Director, Insight – John Brooks
Services Manager, Insight – David Avila
SOW Prepared by, Insight – David Avila and Danielle Lonson

3.5 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When the Agreement expires, no Change Requests for additional services will be accepted.

4 SCHEDULE

4.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Customer causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Customer will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for

such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

4.2 Term

Insight will provide up to 12 work-hours of Services on an as-needed basis, subject to Insight resource availability as determined in Insight's discretion. Customer will notify Insight, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 2 hours for onsite assistance, or 1 hour for telephone assistance. In the event Customer has not utilized the hours by July 31, 2018, any remaining hours will be forfeited.

5 PRICING/INVOICING

5.1 Time and Materials Pricing

This engagement will be billed on a time and materials basis. Costs incurred by Customer will be based on the daily minimum listed in the Term Section above or actual time worked, whichever is greater. Customer will not reimburse Insight for travel expenses, if any are required. Customer will reimburse Insight for any taxes incurred. If Customer believes they are tax-exempt and/or the Services provided are not subject to any taxes, Customer will provide Insight with the proper documentation required by the taxing jurisdiction where the Services are performed.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Architect I	12	\$144	\$1,728.00
Total Estimated Amounts	12		\$1,728.00

Note: With the exception of the hourly rate, the table above provides budgetary estimates only.

5.2 Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
3. Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Customer cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Customer shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Customer cancels this engagement less than 3 business days prior to the start date of this engagement, Customer shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
4. If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Customer, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
5. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

5.3 Invoicing

Insight will invoice Customer on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable), and Customer will be required to pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

6 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

6.1 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
2. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
3. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
4. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
5. This engagement does not include:
 - a. Electrical or cabling services
 - b. Formal user training

6.4 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.5 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Customer.

6.6 Case Study

Upon successful completion of the engagement, Insight may ask Customer to serve as an account case study for Insight. If Customer agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Customer), in conjunction with Customer's name.

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

INSIGHT

CUSTOMER

By: _____
Authorized Representative

By: _____
Authorized Representative

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Customer to select one option below):

Mail Invoice - Hard copy invoice will be mailed to:
Company Full Name: _____
Address: _____
Attention: Accounts Payable or: _____
Accounts Payable Contact: _____
Phone: _____

Email Invoice - Invoice copy will be sent electronically via e-mail to:

2. PO Process (Customer to select one option below):

Customer issues system-generated POs or internal reference numbers for service engagements.
Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

Customer does NOT issue system-generated PO for service engagements.
Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

Attachment 1



CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Customer	Original Project Name	Original SOW #:	
Insight Services Manager	Customer Project Sponsor	Request Date	
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Customer Authorized Signer:		Date:	
Print Name:	Title:		