CHANGE ORDER

Project Name:	Chromebook Deployment Master	Project Manager:
Customer Name:	Adams County School District 12	Trevor Heath 720-626-6786
Provider Affiliate:	CDW Government LLC	trevhea@cdw.com
Effective Date:	May 19, 2020	Requesting Party:
Change ID:	46541-5.1	Provider

This change order ("Change Order" or "CO") is made and entered into this May 19, 2020 (the "Effective Date") by and between the undersigned, CDW Government LLC ("Seller" and "we"), and Adams County School District 12 ("Customer" and "you"), and amends that certain Chromebook Deployment Master Statement of Work made effective June 14, 2019

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order converts the original SOW from a fixed number to a Master SOW valid for a period of 36 months after full execution of the Change Order. Customer may order instances of the below services for 36 months. Additional Scope is below:

White Glove Chromebook Enrollment Service

Specific to Chrome Devices, Provider offers White Glove Deployment Services, a customizable set of tested processes, which result in "ready-to-use" devices being delivered directly into the classroom. Both time and cost effective, our Deployment Services allow School and District IT staff to focus on mission-critical tasks and projects, ultimately resulting in a better educational experience for the students.

Below, is an example of a typical White Glove Deployment:

- 1. Provider will receive the devices in the local configuration center directly from Provider, or its designated distributor or the OEM factory so staging work can be completed
- 2. The Chrome Devices arriving at the Provider staging facility will be received by a Provider representative. The representative will compare the assets received against the purchase order details. If there are discrepancies between the purchase order and what is received at the Provider staging area, Provider will resolve the discrepancies
- Once the assets are checked into the secure staging area, Provider's staging facility will take several additional process steps to prepare the Chrome Devices for deployment. The process steps include:
- 4. Chrome Devices will be unboxed
- 5. Asset Tag containing barcoded Serial Number will be applied. Manifests will be provided upon delivery, in physical and digital formats
- 6. Provider will update each Chrome Devices to the latest stable OS
- Provider will enroll the Chrome Devices into Customer' Google Management Console using the credentials provided Customer. This ensures Customer IT staff will be able to efficiently manage the fleet of Chrome Devices remotely

- 8. Provider will verify that the districts SSID preferred wireless network was captured for seamless connection to the District's network
- 9. Provider will fully charge each device during enrollment
- 10. Provider will stage Chrome Devices for delivery

Cart Configuration

Provider will pre-configure new and preexisting carts with "ready-to-use" devices for inside delivery directly into the classroom. Provider will unpack new carts and dispose of all packing materials and trash. Provider will wire the cart with the device power adapters and ensure neat and efficient cable management throughout the cart. Devices will then be scanned and populated into the carts, recording their exact cart and slot number for convenient reporting. Completed carts will then be delivered to the desired locations.

For preexisting carts provider will unwire the current power adapters and rewire the cart with the new power adapters while ensuring orderly cable management. Devices will then be scanned and populated into the carts, recording their exact cart and slot number for convenient reporting. Completed carts will then be delivered to the desired locations.

Asset Tagging

Our asset tagging service is designed to track the system from cradle to grave. Upon unpacking the devices, Provider will carefully and consistently apply the Customer asset tags either provided by Provider or Customer prior to deployment.

Provider can provide asset tags in metal or Mylar, as well as, a variety of different asset tags using various fonts and colors.

Asset Management and Repair Ticketing Program

Proprietary web-based program, *Tempest*, which track assets throughout their lifecycle and provides real-time reporting and management capabilities. Our Tempest application provides ease of asset management from the beginning of the lifecycle of each device. All data is stored and available to Customer.

Tempest was written by Provider to support large, complex 1:1 environments in the unique K-12 environment. It is a cloud-based tool, accessed by browsers anywhere, any time, on any platform. This program let's Provider and District personnel know where all devices are within the ecosystem (Provider,

warehouse, configuration, en-route, with a particular student, in a spares locker, etc.) at all times. The product supports a wide range of reporting that is available real-time and is constantly up to date due to bar-code scanners and Providerht inventory control policies.

There are seven different K-12 specific user profiles supported, from a school-based help desk staffed by technology analysts and students, to a delivery driver needing to obtain electronic signatures from approved staff for pickups and deliveries, to a manager measuring SLA compliance and



comparing repair incidents and frequencies from school to school. It supports measurements of all types, from parts usage to average student restoration times. The part ordering, management, and returns function is particularly robust. Asset tracking and management is also a cornerstone of the application's capability.

Asset History

All asset data and service history can be tracked in Tempest using unique identifiers for each student, teacher and device. The system can be initially loaded via data import (sql, flat file, etc.) which is typically done when the device is initially received in our configuration facility and added to as the system works its' way through the configuration and deployment process. Subsequent tracking is done throughout the lifecycle of the device and is available real time to all authorized users. Reporting can be viewed on-screen, exported or printed out.

Tempest keeps complete history of each device throughout its lifecycle including repair history, configuration changes and transfer history. If MAC addresses change we can track this information.

Information provided through "Tempest" can also be downloaded and used to provide ongoing report information for technology updates needed by department for ongoing reports to leadership.

Reporting

Tempest is an online assessment management resource that will allow district leadership to track all purchased technology equipment. From their desktop, district technology leadership and staff will be able to review key asset information include model, make, location, service related information, and comprehensive summary reports.

The program provides a wide range of reporting that continues to be extended specifically to meet the needs of K-12 institutions. In addition to Provider's vast K-12 experience, we have taken input from education and IT professionals from some of the largest 1:1 deployments in the US to ensure that the product aligns with education requirements. For example, a device or devices with an unusual amount of tickets in a school year are flagged, in addition the student assigned to the device is also flagged in a

"frequent flyer" report. This report has allowed Principals and Counselors to address possible disciplinary issues and potential lack of responsibility for the student's device.

We are confident that this tool is unique and provides significant value to our clients. It has been designed based on over 25 years of depot and field service experience, much of it in K-12.

Inside Delivery

Provider recognizes that many school sites are not designed to receive large palletized shipments. Provider provides inside delivery to many of our clients. Pre-configured devices will be delivered in multi-pack boxes or prepopulated carts. Provider will setup workstations in the specified locations, re-connect all preexisting peripherals, and provide orderly cable management during installation.

Post-delivery, all packing materials and trash are removed from the client site. This is a substantial time savings for district Facilities Staff.

Repair Services

Provider will utilize Tempest to create a daily route of device pick-ups for the district. Tempest allows users to flag devices in need of repair, so that Provider is alerted of quantities prior to the daily route. Once received, devices will be diagnosed and repaired accordingly.

In-Warranty Repair Services

Provider can retrieve devices that have been flagged by Customer in the Tempest Software for repair from Customer sites by either a Provider employee or a contracted Courier service. Throughout the School year, Provider can perform Manufacturer and ADP warranty support services for Customer. Provider will perform the following:

- Chromebooks or Windows devices will be picked up from designated school locations
- Devices will be brought to Provider offsite location and placed in the staging area for repair
- Devices will be removed from the staging area and taken to the repair area
- Devices will be scanned into the repair area
- The technician will diagnose the device
- The technician will draw the required parts from inventory required to repair the device
- The technician will repair the device as required
- The technician will quality test the device to ensure it is fully functional
- Devices will be scanned as repair complete
- Devices will be returned to the "ready for re-enrollment or re-image" area for the device's designated school
- Devices will be re-enrolled or re-imaged
- Devices will be packaged and staged for return to the device's designated school
- Devices will be returned to designated schools

Out-of-Warranty Repair Services

Upon receipt of equipment in need of repair the Customer's equipment will be scanned into the system, inspected, Diagnosed and repaired under warranty if possible. If the damage is not covered under the Customer's warranty the following tasks will be completed.

- If repair is over the designated repair threshold per device, Provider can provide a quote to the Customer for the parts that are required to repair the devices in addition to the labor fee. This quote will be sent from a designated Provider employee and to a designated Customer email.
- Customer will then be required to either approve or deny the repair with a follow up email.
- Upon receipt of the denied email, Provider will send the device back to Customer's school and Customer will not be billed for the labor fee or parts.
- Upon receipt of the approval email, Provider will order the parts, receive the parts, repair the
 device and then deliver the device back to the school. Provider will bill Customer for the labor fee
 and parts required to repair the device.

Summer Refresh

Many of Provider's 1:1 clients utilize our Summer Refresh Service to ensure devices are ready for the upcoming school year. At the conclusion of each school year during the contracted period, Provider will assist districts in the collection process. Provider will meet with administrators prior to the last month of the school year to set up a collections schedule for each school. The collection will be completed using the same "multi-pack boxes" in which the systems were initially deployed to the schools. Provider will schedule mutually agreed upon rounds of pick-ups from each school location to ensure that we have received every system at our local facility to undergo our Summer Refresh process. Upon receiving each computer at our local facility, each system will be scanned using a barcode scanner by either its asset tag number or serial number into "Tempest". This will be completed in an orderly fashion and the systems will remain organized by school. Devices will then be staged for re-enrollment or reimaging and cleaning. Any devices needing a repair will be staged for our certified technicians to repair. Once all devices are ready for redeployment, they are packaged into "multi-pack boxes", by school and grade, making distribution in the fall simple and efficient. Provider works closely with Administrators to establish the redeployment schedule. Provider guarantees that the Summer Refresh Process will be completed in a timely manner and the devices will be ready for student deployment by the specified date.

Additional units of services are being requested per table below in Additional Pricing section.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table 1).

Table 1 - Services Fees

Unit Type	Unit Rate
White Glove Services – Per Chromebook	\$12.00
Metal Asset Tagging – Per Unit	\$3.50

Unit Type	Unit Rate
Inside Delivery and Receiving Services- Per Unit	\$1.14
Deployment Services- Chromebook- New Cart (Price Per device not per cart)	\$1.14
Deployment Services- Chromebook – Existing Cart (Price Per device not per cart)	\$1.71
Deployment Services-Chromebox	\$15.96
Deployment Services- Chromebook Plus	\$12.54
Repair Service Fee for In Warranty Repairs and Tempest- per device per month	\$.56
Out of Warranty Repair Labor (billed per incident)	\$56.00
Removal Services- Disposal	\$9.14
Chromebook- Summer Refresh	\$16.00
Parts for Repair Services	Varies

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

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