

## STATEMENT OF WORK

<b>Project Name:</b>	Network Monitoring Services	<b>Seller Representative:</b> Art Cachola 415.271.9421 artcach@cdw.com
<b>Customer Name:</b>	California Montessori Project	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Solution Architect:</b> Scott Morgan
<b>SOW Effective Date:</b>	August 3, 2015	
<b>Version:</b>	1	

This statement of work ("Statement of Work" or "SOW") is made and entered into this August 3, 2015 (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and California Montessori Project ("Customer" and "you").

## PROJECT DESCRIPTION

### PROJECT SCOPE

Provider will provide services at the location set forth in the Exhibit ("Customer-Designated Locations");

### PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

#### SERVICES OVERVIEW

Network Monitor Services is design to assist Customer with the ongoing support and maintenance of their Network Environment. The service combines proactive monitoring of the network environment, support for network changes or troubleshooting and regular maintenance for network devices to get them up to date and the network optimized.

There are three types of ongoing service:

1. Proactive Network Monitoring and Fault Resolution
2. Network Support for network changes or misconfigurations
3. Ongoing Maintenance of Network Environment

The service allows Customers to maintain a healthy network and focus their resources on the needs of Customer specific applications and their Customers. The process for onboarding and a detailed description of the services program is outlined below.

#### NETWORK MONITORING SERVICE

Phase 1- Start-Up and Onboarding

### PROJECT KICK-OFF

Provider will work with Customer to review the goals of the monitoring services, the onboarding process, key personnel as well as overall schedule.

1. Onboarding Process Overview
  - a. Define approach, services and dependencies
  - b. Review Scope of Monitoring Services
  - c. Obtain needed inputs, documents and information from Customer.
  - d. Identify and Introduce Project Stakeholders

2. Review Monitoring Architecture and Technical Requirements
  - a. Review of Monitoring Appliance Architecture
  - b. Firewall, Web Content Filtering and WAN Connectivity
  - c. LAN Requirements
  - d. Network Device Requirements
3. Review Monitoring and Escalation Process
  - a. Review Proactive Monitoring and Resolutions
  - b. Review Provider and Customer Escalation Process
  - c. Review Fault Hardware Process and Dependencies
  - d. Review information requirements for onboarding process
4. Review Health Check Procedures
  - a. Review Health Check Services
  - b. Review Health Check
5. Reactive Network Support
  - a. Proactive Services vs. Reactive Support
  - b. Review Escalation Process
  - c. Review Customer Stakeholders
  - d. Review Response Times and SLA
6. Reporting
  - a. Review Report Cadence
  - b. Review Standard Monthly Reports
  - c. Review Standard Health Check Reports

At the conclusion of the Project Kick-Off Meeting the following objective will be completed:

1. All service stakeholder will be defined for Customer and Provider
2. All stakeholders will be familiar with the service and the onboarding process
3. Timelines, task, and owners will be defined for onboarding process

#### **PROJECT KICKOFF ASSUMPTIONS:**

- Provider will be assigned a project lead from the Customer's IT staff and provided with his/her contact details.
- Customer will supply remote access for duration of project.

#### **ONBOARDING SERVICES**

The Onboarding process sets up the monitoring relationship, defines devices to be monitored, establishes the escalation path and defines the stakeholders that are authorized to initiate support tickets and access management platform.

1. Managed Device List - List of devices and the associated IP addresses will be reviewed. This will be the list of network resources that will be covered by the service and monitored proactively by Provider. Additional devices can be added to the list via the change order process. The pricing for the service is related to the number of devices number management so an increase in devices will be reflected in a change of monthly cost.
2. List of Authorized Customer Contacts – In order to properly manage priority tickets and escalations, Customer will provide two local contacts who will be responsible for turning in requests and will be updated once a request has been completed. In addition, each contract will be updated if any alarm has occurred on the system.
  - a. Automated Alert Notification Receipt
  - b. Provider Contacts added to Manufacture Support
  - c. Level of Automated Alerts
  - d. Authorized Customer Escalation Contacts
  - e. Provider Escalation Contacts and Process

## ONBOARDING ASSUMPTIONS

- Customer will provide and maintain Operators list (max 5 operators)
  - Customer will report organizational changes that would affect escalation process in timely manner
3. Management Tool Set-up - Provider will place a management agent on Customer's network to act as management tool for Customer's location and the collection point for the Provider's tools. This will gather the necessary information needed to create management agent and establish connectivity to Customer's network.
- a. Management Agent Staging
    - i. IP Address
    - ii. SNMP Community Strings
    - iii. Telnet and SSH Credentials
    - iv. Create Customer User Accounts (up to 5 Operators)
  - b. Customer Premise Management Tool Set-up
    - i. Network Discovery
    - ii. Customer Environment Set-up
    - iii. Device Groups per Site
    - iv. Typology Maps per Site
    - v. Alert Customization per escalation definitions
    - vi. Report Set-up
  - c. Management Tool Testing
    - i. Verify connectivity to Provider Central Management
    - ii. Verify Customer Set-up Central Monitoring Tool
    - iii. Verify Alert Set-up and forwarding to Provider and Customer stakeholders
    - iv. Customer User Accounts
  - d. Customer Monitoring Tool Knowledge Transfer

## CUSTOMER SET-UP PROCESS ASSUMPTIONS:

- Customer will provide necessary Rack space for the Appliance (1 RU required).
- Customer will provide 1 static IP address for Appliance.
- Customer will provide 1 Gigabit Ethernet port for Appliance.
- Customer is responsible for establishing connectivity to each device(s) being installed.
- Network transitions and cutovers will occur during customer defined maintenance window(s).

## ONGOING NETWORK MONITORING ASSUMPTIONS

- Customer will provide internet access for Appliance
- Customer will allow SSL connectivity to Appliance
- Customer will allow Appliance connectivity to specific pre-defined URLs.

## SERVICES

1. Network Monitoring Service- Provider will monitor the network management application Monday through Friday, from 7 AM to 6 PM Local Time. During those hours, they will be monitoring the network and proactively addressing alert alerts remotely. All effort to resolve remotely will be exhausted prior to engaging Customer's onsite Resources. The Network Monitoring will include the following activities:
- a. Staffed Network Monitoring
    - i. Network Monitoring Stations will be staffed from 7 AM to 6 PM Local Time
    - ii. Activities
      - 1. Proactive Investigation and Resolution of Alerts
      - 2. Device Down

3. Uplink Down
4. Slow ICMP Response Times
5. Network Congestion above agreed upon Thresholds
- iii. Engaged and Manage Manufacturer Support for Device Replacement or defective software
- iv. Weekly Configuration File Back-Up
  1. Managed Devices Configuration File Back-up
  2. Resolution of Automated Failures
  3. Configuration Archived for 6 Months
- v. Staffed Network Support for Escalations
  1. First Contact for Customer Reported Issues
  2. First Level for Customer Requested Add, Move, Changes
  3. Initiates Provider Escalation Process
- b. Reactive Network Support- Provider will provide Customer with a set of hours to assist with the support of the managed devices. These hours will be used to assist the Customer in Add, Move, and Change Request or to consult on possible changes to network of device features utilized. These requests will be billed against a pre-designated block of 10 hours per month. These hours are not accumulative and will be renewed monthly. The actives with this service class are as follows:
  - i. Customer Requested or Application Driven Design Changes
  - ii. Network Adds, Moves or Changes
    1. Addition of up to 2 Devices to Network
    2. Addition of up to 2 new VLANs
    3. Changes to routes or dynamic routing metrics
    4. Port speed and duplex changes
    5. Device Configuration Changes
    6. SNMP Community Strings additions or changes
    7. Device security changes (Passwords or Port Security)
    8. Changes or optimization of network features
  - iii. Network Issues Caused by Customer Configuration Changes or Environmental Factors
    1. Issues caused by customer changes to network application or network device configuration
      - a. New or changes to applications
      - b. Changes to firewall configurations
      - c. Customer initiated configuration change that causes network outage
    2. Issues caused by changes in customer network environment
      - a. Network outages or device failure caused by power issues
      - b. Network issues caused by changes to cable plant
        - i. Fiber breakage
        - ii. Copper connections
          1. Port moves
          2. Bad cable patches or cable runs
        - iii. Issues caused by temperature or water damage
    3. Network Management or Report Customization after set-up

#### **NETWORK SUPPORT ASSUMPTIONS:**

- Customer will provide timely feedback during the implementation maintenance window. The maintenance window will be continuous with no breaks greater than 15 minutes.
- Customer is responsible for establishing remote access with Provider.
- Customer is responsible for maintaining cabling plant and cable management.

- Equipment replacement will be dictated by Customer's Device Support Agreement with Manufacturer and warranty process.
  - Customer is responsible for establishing connectivity to each device(s) being installed.
  - Network transitions and cutovers will occur during customer defined maintenance window(s).
  - All devices must be covered under warranty or a manufacturers support contract in order for Provider to support equipment.
- c. Network Maintenance and Health Check- Provider semi-annually will review network environment and preform basic maintenance to keep environment in peak operating condition.
- i. Device Firmware Upgrades
    1. Network Device firmware will be kept up to date via controlled update.
      - a. Devices must be under manufacture to have access to updates
      - b. Firmware will be updated to latest stable release possible given customer's configuration and hardware platform.
  - ii. Device Maintenance
    1. Interface counters cleared
    2. Log messages reviewed for errors
    3. Spanning Tree health verified and reviewed
    4. Configuration files compared against approved standard configuration

#### **MONITORING SEMI-ANNUAL DEVICE MAINTENANCE ASSUMPTIONS**

- All devices are under manufacturer warranty or service agreement that provides access to necessary firmware.
  - Customer will have identified specific firmware levels to maintain or specific acceptable versions.
  - Firmware upgrades will be implemented in a phased approach to minimize network disruptions.
  - Out of cycle Firmware updates will be implemented based on identified industry known vulnerability.
- d. Reporting- The Provider will electronically publish a series of Quarterly reports to allow customer to evaluate the network's performance against organizational goals.
- i. Quarterly Reports
    1. Configuration Change Report
    2. Network Port Capacity Report
    3. Alert and Resolution Report
    4. Device Discovery Report
    5. Configuration File Back-Up Fail Report
    6. Network Device Connectivity and Uptime Report
    7. Performance Reports
      - a. CPU Usage
      - b. Device or Resource Unreachability Report
      - c. Interface Discard Reports
      - d. Device Temperature Report
  - ii. Semi-Annual Health Check Reports
    1. Network Device Inventory Report
    2. Network Device Status Report
    3. Issues Found and Remediation Report
    4. Network Typology Report

#### **REPORTING ASSUMPTIONS**

- Each report will cover 3 month of detail, with the exception of the first report.

- If service is started between the 1<sup>st</sup> and the 5<sup>th</sup> of the month, the initial PDF report will be generated on the 5<sup>th</sup> day of the following month following end of quarter.
- If service is started after the 5<sup>th</sup> of the month, the initial PDF report will be generated on the 5<sup>th</sup> day of the 2<sup>nd</sup> month following service start date following end of quarter.
- Subsequent PDF reports will be emailed to specific contact by the 5<sup>th</sup> day of each month following end of quarter.

## PROJECT ASSUMPTIONS

1. Remote Data Network Connectivity.
  - a. Provider and Customer have entered into a business relationship that requires data network connectivity to Customer network through Secure Socket Layer ("SSL") or HTTPS (Hypertext Transfer Protocol Secure). This connectivity may be achieved via either the Internet or Customer's Virtual Private Network and the parties wish to ensure the security of the connection and all information and data to which either party may have access through the connection.
2. Contracted Network. For the purposes of this SOW, "Contracted Network" shall mean all devices and interconnections contracted for these Services.
3. Access. For the purposes of this SOW, "Access" shall mean to use, instruct, communicate with, store data in, receive or intercept data from or otherwise utilize any Services of the other party's system. Customer agrees to use commercially reasonable efforts to provide Provider Access to the Contracted Systems via SSL or HTTPS during all defined monitoring times.
4. Third Party Providers. Access to the Contracted Systems may be provided directly or through any third party internet service provider ("Provider") with which either party may contract. The parties further acknowledge that any rights or licenses associated with such Provider shall be directly between such Provider and the applicable party. Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in this SOW. Each party shall be liable for the acts or omissions of its Provider during the course of Contracted Systems Access; provided that if both of the parties use the same Provider to affect such Access, the initiating party shall be liable for the acts or omissions of such Provider as to such Access.
5. Acceptable Use. Contracted Systems Access is to be used only for the monitoring, maintenance and/or file transfer purposes more specifically outlined in the services description set forth in this SOW or as otherwise mutually agreed to in writing by the parties. Each of Provider's and Customer's employees and Customer's authorized subcontractors who access the Contracted Systems agree to comply with this SOW and any other applicable policies and guidelines of which the accessing party has received prior written notice, as well as all applicable city, state and federal laws and regulations.
6. Security Procedures. The parties allow the Contracted Systems to be accessible only to their employees, and authorized Customer's subcontractors. The parties agree to properly use those commercially reasonable security procedures that are sufficient to ensure that all Contracted Systems Access is authorized and to protect Confidential Information and data from unauthorized Access.
7. Passwords. Each party shall adopt passwords that shall be used to identify each employee and authorized Customer's subcontractor that accesses the Contracted Systems. Neither party shall disclose to any unauthorized person the passwords of the other party. Changes to passwords will be implemented from time to time in accordance with Provider system security.
8. Firewall. Each party shall maintain a secure firewall to reasonably protect the Contracted Systems from sessions initiated by parties other than Provider, Customer, and their authorized subcontractors.
9. Physical Security. Each party shall employ commercially reasonable physical security measures to ensure that any and all equipment used to facilitate connectivity is accessible only by the parties' authorized employees and subcontractors.
10. Provider Network Monitoring Term commences 4/1/15 and remains in full force and effect through 4/31/16.
11. The invoice for the Set-Up Fee will be issued upon the execution of this Order Form and will be payable in accordance with the terms and conditions of the Agreement.

12. Total Monthly Recurring Charges and One Time Set-up Fee are subject to change based on the number of Monitoring Appliances, Contracted System and/or Contracted Devices in service.
13. Notwithstanding the Anticipated In-Service Date identified above, Customer understands that Provider will not provide monitoring on any applicable Customer Premises until Customer has provided the requested information reasonably required to set up the monitoring.
14. Monitoring Appliance and Configuration of Monitor Appliance will not be transferred to customer upon cancelation of service.
15. All Monitoring Work will be performed remotely.
16. Provider is only responsible for monitoring and performing troubleshooting on device list in the Exhibit ("Equipment").
17. Provider is not responsible for monitoring or troubleshooting server, client or device issues beyond network connectivity.
18. Provider is not responsible for configuration or monitoring applications or network services, such as DHCP, Active Directory, DNS, Web Content Filter or Firewalls

### REMOTE SITE MANAGEMENT APPLIANCE

Provider will deploy to Customer Premises a Provider Remote Site Management Appliance for provision of Provider Network Monitoring Services purchased hereunder. Title to the Appliance will remain with Provider. Upon the expiration or earlier termination of the Services, Provider shall contact Customer to arrange a mutually agreeable date for Provider to remotely assist with de-installing the Appliance. In no event shall the length of time between Provider's request to schedule such retrieval and the actual date of such retrieval exceed thirty (30) days. Customer's failure to allow Provider to retrieve the Monitoring Appliance will result in a charge of Five Thousand and 00/100 Dollars (\$5,000.00) to Customer's account. Customer will be responsible for the payment of such charges.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

### ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Reports	Quarterly and Semi-Annual Reports	.pdf

### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

### TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$20,946.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Network Monitoring Set-up	18.38%	\$3,850.00
1 <sup>st</sup> Quarter Network Monitoring	20.40%	\$4,274.00
2 <sup>nd</sup> Quarter Network Monitoring	20.40%	\$4,274.00
3 <sup>rd</sup> Quarter Network Monitoring	20.40%	\$4,274.00
4 <sup>th</sup> Quarter Network Monitoring	20.40%	\$4,274.00
<b>Totals</b>	<b>100%</b>	<b>\$20,946.00</b>

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## SOW TERMS AND CONDITIONS

### CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person.



The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("Change Order"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

## SIGNATURES

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

### CDW Government LLC

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Devinder Madhok Singh

### California Montessori Project

By: Gary S. Bowman  
signature

Name: GARY S. BOWMAN

Title: EXECUTIVE DIRECTOR

Date: AUGUST 10, 2015

### Mailing Address:

Street: 5330A GIBBONS DR.  
City/ST/ZIP: CARMICHAEL, CA 95608

Billing Contact: KOSHA CORRIGAN  
Street: 5330A GIBBONS DR. STE 100  
City/ST/ZIP: CARMICHAEL, CA 95608

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# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
California Montessori Project 5330-A Gibbons Drive, Suite 700, Carmichael, CA 95608	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work