

Attachment A – Santa Barbara Co CA-Azure Stack-31277457-SOW

STATEMENT OF WORK (SOW)

Azure Local Cluster Rebuild Service

Santa Barbara Sheriff's Department, California ("Customer")

4434 Calle Real
Santa Barbara, CA 93110
United States

Dell Marketing L.P. ("DT Services")

One Dell Way
Round Rock, TX 78682
United States

SR # 001056332
SFDC ID: 31277457
myDeal ID: 855781

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1 INTRODUCTION

“DT Services”	Dell Marketing L.P.
“DT Services Address”	One Dell Way Round Rock, TX 78682
“Customer”	Santa Barbara Sheriff's Department, California
“Customer Address”	4434 Calle Real Santa Barbara, CA 93110
“SOW”	This Statement of Work.
“Services”	The services as described in this SOW.
“Agreement”	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions set forth in the applicable terms and conditions at the following website: www.dell.com/cts , available in hardcopy upon request and incorporated by reference in its entirety into this SOW and the parties acknowledge having read and agree to be bound by such terms (“Agreement”).
“Effective Date”	The date of Customer's signature below.
“Term”	The term of this SOW will begin on the earlier of: i) the date of the invoice for the Services; or ii) the date of order confirmation from DT Services (the earlier date shall be deemed the “Original Purchase Date”) and shall expire on the date that is six (6) months following the Original Purchase Date. Except to the extent applicable law requires otherwise, Customer may use the Service one (1) time during the six-month period following the Original Purchase Date, at which time, the SOW will be deemed expired. DT Services' delivery of the Services will be deemed satisfied after the expiration of the SOW even in the event the Services are not used by Customer.
“Deliverables”	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.
“Primary Work Site”	4434 Calle Real Santa Barbara, CA 93110
“Reference Number(s)”	SR # 001056332 / myDeal ID: 855781

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

The following appendices are attached hereto and incorporated by reference:

- Appendix A Supported Sites

Version Control

Date	Version	Description	Completed By
May 22 nd , 2026	1.0	Original SOW	Luis Garcia

2 SUMMARY OF SERVICE

This section provides an overview of the Services.

DT Services will provide Azure Local Cluster rebuild services for up to two (2) five-nodes Azure Local clusters in up to one (1) datacenter.

Clusters to be rebuilt with 24H2 OS

DT Services will perform a hands-on, engineer-led rebuild of two (2) Azure Local clusters, each with up to five (5) physical nodes. The engagement covers decommissioning and clean-up of the two existing clusters, full preparation for the new build (Active Directory domain preparation, network validation, and Azure Local 24H2 deployment readiness), and the rebuild itself. Both clusters are rebuilt on a known Azure Local 24H2 validated baseline by DT Services, working directly on the infrastructure.

This is a clean rebuilding engagement. No data migration, no workload relocation, and no application movement is included or implied.

3 ENGAGEMENT DETAILS

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

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

DT Services will provide technical expertise to assist Customer in rebuilding the two (2) five-nodes Azure Local clusters to the 24H2 OS release. The clusters run on Lenovo ThinkAgile MX650 hardware, validated by Customer and Lenovo to support Azure Local 24H2. DT Services will facilitate one (1) pre-rebuild planning workshop to confirm readiness, coordinate and execute the rebuild within planned maintenance windows, and provide post-build cluster validation.

3.1.1 Scope Details

3.1.1.1 Planning and Pre-Rebuild Workshop

- Conduct one (1) workshop with the customer’s key stakeholders to review the end-to-end rebuild requirements, discuss technical prerequisites, dependencies, and ensure that the customer has good, full backups of all VMs.
- Verify proper licensing, support contracts, and customer contact information have been provided and ensure all required Microsoft licenses (Azure Local, Windows Server Datacenter, etc.) are active.
- Verify all nodes meet the Azure Local hardware certification requirements and can be accessed via remote management tools (e.g., IPMI, WAC, SCVMM)

3.1.1.2 Rebuild Execution

- **Cluster A:**
 - Ensure the customer has migrated all VMs from the Azure Local cluster (cluster A) to be rebuilt to another existing Azure Local cluster (cluster B)
 - Shut down all five nodes of cluster A
 - Download the latest 24H2 Dell golden image and rebuild all five nodes of cluster A
 - Clean up old cluster references for cluster A in Azure and validate the new Azure Local cluster registration with Azure Arc
 - Review Azure Local cluster functionality to ensure the Azure Local cluster is healthy and registered correctly
 - Demonstrate Live Migration capabilities of the Azure Local cluster A using one (1) test virtual machine
 - Customer is responsible for migrating all VMs from cluster B on to the newly rebuilt cluster A
- **Cluster B:**
 - Shut down all five nodes of cluster B
 - Download the latest 24H2 Dell golden image and rebuild all five nodes of cluster B
 - Clean up old cluster references in Azure and validate the new Azure Local cluster registration with Azure Arc
 - Review Azure Local cluster functionality to ensure the Azure Local cluster is healthy and registered correctly
 - Demonstrate Live Migration capabilities of the Azure Local cluster B using one (1) test virtual machine
 - Customer is responsible for migrating the relevant VMs from cluster A back to cluster B
- Review operational differences between 22H2 and 24H2 activities including; proper update management process, taking the cluster offline, maintenance mode, cluster node shut down for maintenance and monitoring through WAC or Azure Portal

3.1.2 Project Management

The DT Services' Global Project Management Methodology will be used as the project management approach and framework for this project.

DT Services will assign a Single Point of Contact ("**SPOC**") to manage the delivery of this engagement.

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with Customer.

The responsibilities of the SPOC will include:

- Ownership of all formal project-related communications between DT Services and Customer.
- Develop and deliver a high-level Project Plan with critical path events and milestones.
- Appropriate project management, control, and governance activities for the project (e.g., progress reporting, governance meetings and communications management).
- Ensuring that each Deliverable is completed within the agreed timeframe.
- Management of DT Services delivery schedule/plan.
- Management Customer sign-off for receipt of Deliverables.

3.2 Project Timeline

DT Services anticipates the Services will span an estimated period of four (4) contiguous business weeks. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Any post-delivery support to the Deliverables produced.
- 4) Purchase of any hardware, software licensing and 3rd party tools
- 5) Any integration within the source and target environments for applications to run successfully is not included in the scope. Ex: Cloud automation.
- 6) App discovery, analysis and bundling
- 7) Application testing
- 8) Modernization
- 9) Remediation efforts outside of the cluster rebuilds
- 10) Physical hardware efforts
- 11) Change control process
- 12) Any data migration — backup, restore, replication, or transfer of data on or off the clusters.
- 13) Any workload movement — moving, re-deploying, or re-platforming applications, VMs, containers, or services between clusters or onto the rebuilt clusters.
- 14) Application installation, configuration, or testing beyond cluster-level baseline validation.
- 15) Procurement, racking, cabling, or physical repair of hardware.
- 16) Firmware/BIOS upgrades or hardware troubleshooting (assumed at a supported baseline — see Assumptions).
- 17) Physical network cabling changes or top-of-rack switch hardware replacement (the logical switch configuration — VLANs, trunk ports, MTU — required for the build **is** included; see Sections 2.2 and 2.6).
- 18) Azure subscription, tenant, or identity (Entra ID) design or remediation.
- 19) Disaster recovery design, multi-site replication, or stretched-cluster configuration.
- 20) Production monitoring, alerting, backup tooling, or ongoing managed services.
- 21) 24x7 support, SLA coverage, or post-handover operational support (available separately).
- 22) Any work on clusters or nodes beyond the two clusters / 10 nodes defined in Section 2.

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

3.4 Assumptions

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

- 1) The Customer will schedule the rebuild during a mutually agreed, off-hours maintenance window.
- 2) The Customer will migrate all the virtual machines off the Azure Local cluster being rebuilt with 24H2.
- 3) The Customer will provide and confirm access for all nodes.
- 4) All necessary permissions and Azure roles for deployment and registration are available.
- 5) An existing Azure subscription with the proper RBAC and resource group is available for deployment of the new cluster.
- 6) Physical or digital deliverables are included outside of project completion confirmation.
- 7) Customer has an active Lenovo Premier or equivalent support agreement covering the ThinkAgile MX650 hardware, and Lenovo Professional Services or qualified Customer-side Lenovo SME resources are available throughout the rebuild window for hardware platform consultation and escalation
- 8) The Customer has obtained the Lenovo-validated Azure Local 24H2 OS image, validated solution documentation, and any required Lenovo deployment runbooks from the Lenovo Azure Local Deployment Portal prior to the engagement start date
- 9) Any hardware-platform-specific issue encountered during the engagement will be escalated by Customer to Lenovo Support or Lenovo Professional Services

3.5 Customer Responsibilities

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

- 1) Promptly notifying DT Services in writing of a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide DT Services with any required consent necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any work on Customers production systems.
- 4) Developing or providing documentation, material and assistance to DT Services.
- 5) Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) Ensuring the DT Services personnel have reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety

- requirements; adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicate to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
 - 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services is made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
 - 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
 - 10) Making appropriate service outage windows available for DT Services as needed.
 - 11) The physical and network security of Customer environment.
 - 12) Providing all documentation on DT Services standard templates unless both parties agree otherwise.
 - 13) All in-scope equipment must be under maintenance agreement at the time of service delivery and eligible for software upgrade as may be required. In the event maintenance has lapsed, customer will be required to remediate prior to the execution of the service.
 - 14) Complete verified backups of all data and VMs prior to the start of the 24H2 deployment.
 - 15) Provide confirmed credentials and arrange access to all Azure Local nodes (including network switches if required).
 - 16) Whitelist all required Microsoft Azure URLs for deploying Azure Local image
 - 17) Provide all necessary IPs and hostnames for nodes and intents
 - 18) Complete any required DR/BCP, UAT, or application validation activities after the conversion.
 - 19) Manage any network configuration (VLANs, subnets, switch settings) and verify Active Directory and DNS readiness per deployment prerequisites.
 - 20) Monitor the environment for post-migration application health and initiate any further migrations required.
 - 21) All change management activities.
 - 22) All internal communication and communication plans.
 - 23) Provide a valid Azure subscription including proper RBAC and resource group
 - 24) Migration of all virtual machines to and from the Azure Local clusters in scope for the 24H2 deployment including purchase of any third-party tools or software required for migration.
 - 25) Validate the compatibility of any third-party tools or solutions currently running in the 22H2 environment(s) are supported to run in 24H2.
 - 26) Customer to reconfigure any Azure services they were using with the Azure Local clusters (Azure Monitoring, Azure Backup etc.) prior to the rebuild activity.
 - 27) Engage Lenovo Professional Services and/or maintain access to qualified internal Lenovo SME resources for the duration of the rebuild window. Lenovo expertise must be available on a same-day basis to support firmware operations, XClarity activities, hardware diagnostics, and escalations
 - 28) Obtain the Lenovo-provided Azure Local 24H2 validated OS image from the Lenovo Azure Local Deployment Portal, validate its integrity

- 29) Open and manage all Lenovo support cases. DT Services will not contact Lenovo Support on Customer's behalf

3.6 Service Hours

DT Services will perform the Services during normal business hours typically 08:00 AM to 5:00 PM, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services and Customer.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW.

- 1) None

4 COMPLETION

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

Following notification of project completion, the Customer shall provide written confirmation of acceptance within five (5) business days. In the absence of such confirmation the project shall be deemed accepted and completed.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **\$46,250.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **\$46,250.00**

5.1 Estimate Revisions

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

5.2 Expenses

All services will be remotely delivered. Expenses are not included in the charges under this SOW. Unless the scope changes pursuant to the Change Management Process, DT Services will not charge any expenses in connection with delivering the Services without the express written consent of Customer. Expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.3 Additional Pricing Terms

- 1) DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
- 2) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 3) The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
- 4) Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
- 5) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
- 6) All prices are in USD and are exclusive of all applicable taxes.
- 7) During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than five (5) business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
- 8) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
- 9) In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.

6 CHANGE MANAGEMENT PROCESS

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

- 1) Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form
- 2) Change Validation – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.

- 3) Change Analysis and Impact Analysis – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- 4) Change Implementation – If the change request is approved, the change will be noted as “Approved” and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as “Rejected” and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than ten (10) business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer’s non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

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

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

notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.

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

environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell product Customer education.

8 SIGNATURES

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

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

Santa Barbara Sheriff's Department	Dell Marketing, L.P., or EMC Corporation, as applicable
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services receives a purchase order ("**PO**") from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the legal entity identified as "DT Services" in Section One of this SOW for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services' affiliate Dell Marketing L.P. ("**DMLP**") or EMC Corporation ("**EMC Corp.**"). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip
Santa Barbara Sheriff's Department	4434 Calle Real	Santa Barbara	CA	93110