

Tegile Technical Services Statement of Work

For

<<Customer Name>>

<<Customer Address>>

<<Customer City>>, <<Customer State>>

Version 1.0

Thursday, May 28, 2015

Tegile Systems
8000 Jarvis Ave.
Newark, CA 94560
USA



1. PROJECT ASSUMPTIONS

1. This Statement of Work is subject to the terms and conditions of DIR contract No. DIR-TSO-3014 and the EULA between <<Customer Name>> and Tegile in effect at the time the services to be rendered under the Statement of Work are contracted for.
 2. The fees associated with this Statement of Work are for services only and do not include hardware or software.
 3. Appropriate access and privileges to facilities, systems, network devices, and SAN devices (to the extent that the foregoing are identified with specificity in this Statement of Work) will be available to Tegile Systems personnel for the duration of the project.
 4. Facilities designated for Tegile hardware installation must include (to the extent that the following are identified with specificity in this Statement of Work) adequate space, power, cooling, network connectivity, and SAN connectivity.
 5. Any facilities, system, SAN, or network deficiencies identified during the project will be resolved by <<Customer Name>> in a timely fashion.
 6. All non-Tegile hardware, network products, and software media and licensing necessary for the completion of this project will be purchased and installed by <<Customer Name>> prior to the Zebi implementation unless communicated to Tegile in writing in advance to adjust project schedules accordingly.
 7. A Project Change Request process will be utilized as outlined in Section 6: Project Change Management of this document.
 8. Data collection directly from servers, storage arrays, or other components by utilization of scripting is not provided as part of this Statement of Work. Data collection requirements will be clearly articulated in advance of the kickoff of this project. If <<Customer Name>> is unable to provide the requested information, Tegile Professional Services is available to physically gather this data for an additional fee in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3014.
 9. Where applicable, Tegile Professional Services may provision software or hardware specifically for the use in fulfilling the services detailed in this Statement of Work. In such a case, the software or hardware will be de-installed upon completion of the service. The costs for these components are included as part of the overall service fee in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3014.
 10. Delays or failure to meet milestones which are due to inability of Customer to meet the responsibilities outlined in Section 4: Tegile & Customer's Responsibilities will be subject to additional fees in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3014. *****
 11. Any change to or inaccuracy in these assumptions will result in an adjustment to the terms of this Statement of Work, which may include a modification to the fee structure.
 12. The customer environment must meet Tegile Systems' Interoperability requirements (to the extent that the requirements are identified with specificity in this Statement of Work).

13. Re-racking of Zebi components to accommodate UPS units or other equipment while onsite is not covered by this SOW or Customer Purchase Order. Re-racking can be done at additional cost with advance notice in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3014.

2. PROJECT DESCRIPTION

2.1 TEGILE SYSTEMS SOLUTION

Tegile Systems will integrate **one (1)** Zebi hardware, operating system, and software as detailed in Customer Purchase Order <<Customer Purchase Order Number>>, and in accordance with DIR Contract No. DIR-TSO-3014. The Zebi solution will be configured for access as defined in Section 2.2: Project Scope.

2.2 PROJECT SCOPE

The following service offerings are included in this Statement of Work:

- ◆ Installation
- ◆ NAS Implementation
- ◆ SAN Implementation
- ◆ Application Integration
- ◆ Data Migration
- ◆ Data Protection

2.2.1 Installation

Tegile shall install the Tegile hardware and software detailed in Customer Purchase Order <<Customer Purchase Order Number>> into the <<Customer Name>> computing infrastructure located at <<Customer Address>>, <<Customer City>>, <<Customer State>>.

2.2.2 NAS Implementation

Tegile shall implement the NAS solution detailed in Customer Purchase Order <<Customer Purchase Order Number>> into the <<Customer Name>> computing infrastructure located at <<Customer Address>>, <<Customer City>>, <<Customer State>>. This implementation includes the configuration of up to six (6) NAS Shares for use in an NFS or CIFS environment.

Tegile shall assist <<Customer Name>> in integrating the new Tegile NAS Shares into the existing server environment. This may include adding information about the new Zebi NAS into an existing NIS, DNS, WINS, or AD environment. Tegile is not responsible for the initial creation or ongoing maintenance of these environments, only for providing the guidance and technical services to <<Customer Name>> for the updates required for the NAS solution.

2.2.3 SAN Implementation

Tegile shall implement the SAN solution detailed in Customer Purchase Order <<Customer Purchase Order Number>> into the <<Customer Name>> computing infrastructure located at <<Customer Address>>, <<Customer City>>, <<Customer State>>. This implementation includes the creation of up to eight (8) LUNs to be used by four (4) different existing servers detailed in <<Customer Purchase Order Number>>

Tegile shall assist <<Customer Name>> in the configuration of the Zebi Multi-path best practices on these servers, and in the configuration of any SAN configuration or zoning changes that might be required for the addition of the Tegile solution. Tegile is not responsible for the initial creation or maintenance of these environments, only for

providing the guidance and technical services to <<Customer Name>> for the updates required for the SAN solution.

2.2.4 Application Integration

Tegile shall integrate the <application> application into the Tegile solution detailed in Customer Purchase Order <<Customer Purchase Order Number>> into the <<Customer Name>> computing infrastructure located at <<Customer Address>>, <<Customer City>>, <<Customer State>>.

Tegile shall assist <<Customer Name>> in determining the appropriate configuration of the Tegile solution for use in the <application> environment. Tegile shall configure the Zebi solution to meet these configuration requirements, and assist <<Customer Name>> in accessing the Zebi storage after the configuration is complete. Tegile is not responsible for the initial configuration or maintenance of the application or the application server, only for providing the guidance and technical services to <<Customer Name>> for the access of storage that the Tegile solution will provide to that application.

2.2.5 Data Protection

A portion of the Tegile solution detailed in Customer Purchase Order <<Customer Purchase Order Number>> will be utilized for backup-to-disk data protection. Tegile shall assist <<Customer Name>> in the integration of the Tegile solution into the <backup solution> located at <<Customer Address>>, <<Customer City>>, <<Customer State>>.

Tegile shall assist <<Customer Name>> in determining the appropriate configuration of the Tegile solution for use in the <backup solution> environment. Tegile shall configure the Zebi solution to meet these configuration requirements, and assist <<Customer Name>> in accessing the Zebi storage after the configuration is complete. Tegile is not responsible for the initial configuration or maintenance of the <backup solution> application or servers, only for providing the guidance and technical services to <<Customer Name>> for the access of storage that the Tegile solution will provide to that application.

3. PROJECT DELIVERABLES

This section describes the deliverables generated during the Zebi Implementation Project.

3.1 SITE SURVEY

A site survey and preparedness review will be performed jointly by Tegile and <<Customer Name>> using a Tegile Site Preparation Form.

Based upon the results of the Site Certification, the installation will not be scheduled before the following are ready:

3.2 PROJECT PLAN

The project plan will document the staff resources, tasks, schedules, and pre-requisites for the project.

3.3 TEGILE SOLUTION INVENTORY

The Tegile Solution Inventory documents the Tegile hardware and software required for this project.

3.4 TEGILE SOLUTION INSTALLATION

The Tegile hardware will be installed and configured as detailed in Section 2.2: Project Scope.

3.5 TEGILE SOLUTION IMPLEMENTATION

The Tegile solution will be implemented as detailed in Section 2.2: Project Scope.

3.6 TEGILE SOLUTION KNOWLEDGE TRANSFER

A single two-hour Knowledge Transfer session will be conducted for up to two recipients. This session will be conducted either during the implementation or in a separate meeting, as appropriate.

3.7 OPERATIONAL REVIEW

Results of the testing during the Tegile Solution Installation and Tegile Solution Implementation will be reviewed with the local support staff.

4. TEGILE & CUSTOMER'S RESPONSIBILITIES

4.1 TEGILE

To successfully complete this project, Tegile Systems will provide staff to fill the following roles:

- ◆ Project Manager
- ◆ Customer Service Field Engineer
- ◆ Technical Services Lead

Note that one person might fill multiple roles. For example, the Technical Services Lead may also fill the role of the Project Manager. Likewise, a single role could be filled by more than one person.

4.2 CUSTOMER

To successfully complete the Zebi Implementation, <<Customer Name>> will provide staff to fill the following roles:

- ◆ <<Customer Name>> Project Manager
- ◆ System Administrator
- ◆ Network Administrator
- ◆ Storage Administrator

Note that one person might fill multiple roles. For example, the <<Customer Name>> Sponsor may also fill the role of the <<Customer Name>> System Administrator.

5. FEES AND SCHEDULES

5.1 FEES:

To the extent allowable by DIR Contract No. DIR-TSO-3014, the fees associated with this Statement of Work are services only and do not include hardware or software.

Pricing does not include travel expenses incurred in the delivery of the services included in this Statement of Work. Travel and expenses must receive prior approval from Customer, and will be handled in accordance and as allowable under the State of Texas Travel Management Program Guide.

In accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3014, any changes (see Section 6) may incur additional charges.

Service Costs

Project Price:	
NAS Implementation	\$
SAN Implementation	\$
Combined NAS/SAN Implementation	\$
Custom Offering	\$
Total Price	\$ Per SO#

5.2 SCHEDULES:

The project deliverables and duration will be provided to the customer by the Tegile Technical Services Lead during the initial project kick-off meeting. The project start date will be discussed and set by the Customer and the Tegile Technical Services Lead during the initial kick-off meeting. Formal project completion and project end date will be when all the project deliverables detailed in this Statement of Work have been completed and reviewed with the Customer.

6. PROJECT CHANGE MANAGEMENT

To the extent allowable by DIR Contract No. DIR-TSO-3014, either party may request changes to the Statement of Work at any time. However, since a change could affect the fees, schedule, or the terms of the Statement of Work, both the Tegile Project Manager and the <<Customer Name>> Sponsor must approve each change before amending the Statement of Work and implementing the Tegile Change Request form found in Attachment A: Change Request Form.

The following procedure will be used to control changes in work scope with respect to this Statement of Work:

- ♦ The <<Customer Name>> Sponsor or Tegile Project Manager will submit a Change Request in writing detailing the change, rationale, and estimated effect the change will have on this Statement of Work.
- ♦ The Tegile Project Manager and the <<Customer Name>> Sponsor, as appropriate, will review the proposed change of the requester and accept or reject the Change Request. If rejected, the Change Request is returned to the originator, along with the reason for the rejection.
- ♦ Approved changes will be incorporated into the Statement of Work through written modifications that shall be signed by a duly authorized representative of both parties.

ATTACHMENT A: CHANGE REQUEST FORM

Customer Name	Date
Project/Phase	Project #
Requested by	Project Manager
Change or Issue Description	

Change Justification and Investigation Required

Additional Comments or Investigation Results

Estimated Affect of Change	Yes	No	Actual Affected of Change	Yes	No
Technical			Technical		
Personnel			Personnel		
Financial			Financial		
Schedule			Schedule		

Accepted	Customer	Tegile
Signature	_____	Signature _____
Name	_____	Name _____
Title	_____	Title _____
Date	_____	Date _____

ATTACHMENT B: ACCEPTANCE FORM

The undersigned agree to the terms and conditions placed forth in this Statement of Work.

Acceptance of this document does not constitute project completion.

Please sign and email to Tegile at PS@Tegile.com.



CUSTOMER LOGO

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date