



**All Covered
Statement of Work (“SOW”)**

Client Livonia Public Schools
Proposal Ref SF00023373

All Covered will deliver the Services described below.

| | |
|---------------------------|--|
| Services | Chromebook Deployment Services Project |
| Total Labor Price | \$45,000.00 |
| Estimated Start Date | TBD |
| Estimated Completion Date | TBD |

Payment Details
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

All Projects with labor fees exceeding \$10,000: These require a 50% deposit for the labor portion. Project work will not commence until the deposit is received. A progress billing of 25% of the labor amount will be due when the project moves into the testing phase. The remaining 25% of the labor amount will be billed on project completion. Any Procurement items will be billed on shipment.

Assumptions

- Access to the physical space, server and services will be made available during normal business hours.
- Client understands that service interruptions may occur during delivery of the Services (“Project”). All Covered will endeavor to minimize and forewarn Client personnel of such interruptions.
 - Access to all employees and their equipment affected by the Project will be made available during normal business hours.
 - Work performed outside standard business hours will be done both on-site and via remote access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the Project kickoff.
- The Project deliverables will include, but not be limited to the following:
 - Definition of costs;
 - Prerequisites, should they apply;
 - Implementation;
 - Management/documentation; and
 - Procurement of required materials.
- All Covered will not be responsible for the following:
 - Removing boxes or shipping materials; and
 - Disposing of or transporting IT equipment.

- Any items not specifically addressed by this SOW will be addressed by a mutually agreed change order.
- During the procurement process, All Covered can assist by expediting the delivery of equipment and standardizing billing for all costs associated with the Project. All procurement pricing included in this Project is estimated. Once the SOW is signed a final quote will be generated with 'to the day' procurement pricing.

Project Scope

The product will be shipped to the All Covered configuration center located at 30119 Research Drive, New Hudson, MI 48165.

Provider team will perform the following services:

- Assign a Provider project manager to coordinate with the customer.
- Set up the project management website, inviting key contacts.
- Receive and record all products as follows and report to the project website.
 - (3,600) Chromebooks
 - (90) Carts
- Chromebook Services:
 - Perform a hardware functionality test (boot, connect to Wi-Fi, operate keyboard).
 - Enroll devices in Customer Google Apps / G-Suite domain, via the Chrome Admin Console (CAC).
 - Update Chrome OS using the Google Recovery Drive method (if necessary).
Please note: This method typically results in the most recent stable release of ChromeOS. At times, a more recent update may be available only via the cloud. Google typically releases updates on a weekly basis—some are major, and some are minor—if an update is released mid-project, devices produced across the release date threshold may have OS version variations.
 - Download the customer's pre-configured wireless access settings.
 - Supply and affix asset tags. Record asset tag information for asset insertion to the Chrome Admin Console.
 - (3,150) Chromebooks will be placed into the (90) carts. (450) Chromebooks will be in retail packaging.
 - Assign the Dell Chromebooks to the appropriate carts and build the OU's in the Chrome Admin Console.
 - Produce an inventory report to include model, serial, asset tag, and location information.
- Cart Services:
 - All Covered will pick up the (90) carts in batches to perform all services offsite at the All Covered facility.

- Remove existing Surface Go 2's from the carts. The removed devices will be held in the All Covered warehouse for ITAD pick up. (ITAD services through All Covered can be quoted as a separate project)
- Rewire the carts with the updated USB-C power supply and cables. (Assumption is majority of carts are pre-wired)
- Install (3,150) Chromebooks into the (90) carts. 35 Chromebooks per cart.
- Deliver the (3,600) Chromebooks and (90) carts to up to 22 customer-supplied locations within the school district.

Customer Responsibilities

- A. Configure the CAC such that desired profiles and configurations are in place and have been tested. NOTE: The CAC and Chrome OS do not provide a means to verify payload download visually or programmatically without putting devices in Developer Mode.
- B. Provide administrative and API access to the CAC. API access allows for automatic asset association with your devices.
- C. If desired, provide a template for inventory collection that can be imported into your asset management system. Alternatively, the Provider will supply the data in a standard format.
- D. Avoid any changes to the CAC during the provisioning time frame.
- E. Provide ship-to location and receiving for approval unit.
- F. Provide pick up and ship-to locations for the remainder of systems.
- G. If desired, provide a template for inventory collection that can be imported into your asset management system. Alternatively, the Provider will supply the data in a standard format.
- H. Providing services meets expectations, acknowledging acceptance of services with signature.

Terms and Conditions of Service

By executing this SOW, Client agrees to purchase the Services designated above and further agrees that the Services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this SOW. Invoices are payable net 30 days from invoice date. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

Product Surcharge: All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then current hourly rate for contracted clients.

2. **Limited Warranty:** (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all Services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient Services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient Services. All Covered shall have no obligation with respect to a warranty

claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. (b) THIS SECTION 2 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this SOW, and for twelve (12) months thereafter, if either party hires (whether as an employee, independent contractor or otherwise) any employee of the other party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

4. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SOW, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED HEREUNDER.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this SOW, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the SOW. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed provided, however, that All Covered may retain qualified third-party subcontractors to provide some of the services set forth in this SOW without Client's prior consent. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Disputes; Governing Law; Arbitration; Attorney's Fees: New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this SOW. Any legal action between the parties arising out of or related to this SOW shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9. Complete Understanding; Modification: This SOW, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this SOW shall be effective only if in writing and signed by both parties.

10. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this SOW shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this SOW is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this SOW shall continue in full force and effect.

11. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this SOW, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices: Any notice or communication required or permitted to be given under this SOW shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

13. Counterparts. This SOW may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the SOW, or any document created pursuant to the SOW, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the SOW, the parties waive their right to raise any defense based on the execution of the SOW in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Client

**All Covered, a division of Konica Minolta
Business Solutions U.S.A., Inc.**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: