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1376 Borregas Avenue, Sunnyvale, CA 94089

# AGREEMENT AND STATEMENT OF WORK

for

## Peralta Community College District

ePlus SOW # Peralta-Wireless Installation-CA-21355

Customer PO # \_\_\_\_\_

<b>Contact Name</b>	Michael Dioquino
<b>Address</b>	333 East 8 <sup>th</sup> Street, Oakland, CA 94606
<b>Phone</b>	510-834-5740
<b>E-Mail</b>	mdioquino@peralta.edu
<b>Date</b>	July 16, 2013

## 1.0 Introduction and Executive Summary

This Agreement and Statement of Work (“SOW”) is made this 16<sup>th</sup> day of July, 2013 (“Effective Date”) by and between Peralta Community College District (“Customer”) and ePlus Technology, inc. (“ePlus”) (each of ePlus and Customer a “Party” and together the “Parties”).

### 1.1 Executive Summary of the Services:

Customer has engaged ePlus to extend their network in the Library Building by using 16 new Cisco Catalyst 3750 switches and also provide a wireless network by installing 20 access points (APs). The APs will use the existing Cisco wireless LAN Controller installed at the Main Building.

ePlus has been requested to provide engineering resources to configure, install, and test the new wireless implementation.

### 1.2 Definitions:

**“Deliverable”** - a measureable indication of progress within a given phase, documentation in hard copy or electronic form such as analyses, reports, manuals, test results, or any other items as set forth in Section 2.2.

**“Milestone”** - a specific goal, objective or event pertaining to Services described in this SOW.

**“Normal Business Hours”** - the hours of Monday through Friday 8:00 am to 5:00 pm local time, excluding any Federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

**“Products”** - third-Party hardware and/or software products are sold separately and are not Deliverables.

## 2.0 Scope

### 2.1 Services: The Services that ePlus and/or its subcontractor shall provide will include:

#### Observations

- The AP locations have been predetermined and the cables have already been run.
- The 16 switches will be classified in three different stacks.
- 16 switches in 2 different stacks between 3 racks. Stack 1 will have 8 switches in rack 0. Stack 2 will have 5 switches in rack 1 and 3 switches in rack 2
- 5508 WLC is installed in the main building 2nd floor and the core switch is located on the main building 1st floor.
- There is no HA for the WLC.
- WLC will not be used in this scope and all the AP’s will be installed and configured autonomously

To refresh the Customer’s library network with the new Cisco 3750 switches and also provide wireless access to the students in the library using the Cisco wireless solutions that consists of the following:

#### **Phase 1: Network Infrastructure Upgrade**

##### Part 1: Project Launch

1. Conduct Kick-off Meeting
  - Overview of project and scope, including success criteria
  - Confirm roles and responsibilities
  - Identify and secure critical dependencies, which may include, but may not be limited to
    - Equipment availability
    - Infrastructure requirements (power, cooling, rack space, etc.)
    - Customer’s staff

- Proposed milestone dates
  - Identify Customer and/or ePlus action items
  - Review list of deliverables to be produced by ePlus as part of the Services
2. Develop plan for key or regularly scheduled Customer project meetings which may include:
    - Project status meetings
    - Design review meeting
    - Acceptance testing and planning meeting
    - Project review and signoff meeting
  3. Develop and manage detailed project delivery plans which may include:
    - Resource Plan
    - Project Plan
    - Communications Plan
    - Risk Management Plan
    - Implementation/Migration Plan
    - Handoff/Operations Plan

Part 1 Deliverables:

- Project Contact List
- Project Plan

Part 2: Infrastructure Requirements Review and Solution Design

1. Review existing network environment
  - Assess current switch and end point devices connections
  - Assess current power and UPS environment to support new Cisco environment
  - Review and determine segmentation plan if required
  - Check if the current firmware version of the AP's and perform a firmware upgrade if necessary
  - Check and verify if the VLAN are using the appropriate IP addressing scheme
2. Infrastructure Planning
  - Perform Site Readiness Reviews
    - Verify rack space
    - Review power requirements
    - Check to make sure that CAT5 or better cabling for endpoint connectivity

Part 2 Deliverables:

- Updated Network Visio and Design of Network upgrade
- Project Risks
- Any Design Change Recommendations
- Standardized Deployment Templates
- Change Orders as a Result of Findings or Customer Request

Part 3: Configuration and installation of POE Switch infrastructure, Wireless Access Points and Autonomous AP's.WLC

1. Stage and perform configuration of switches
  1. Un-pack
  2. Install redundant power supplies
  3. Upgrade 16ea 3750X switch to latest code
  4. Configure switches
  5. Rack and stack switches in the proper floor IDF locations
  6. Configure all 20 autonomous AP with the following steps individually
  7. Step 1 :Secure the autonomous AP's by configuring the console and vty access

8. Step 2 :Create some local user account t
9. Step 3 :configure autonomous AP's with its hostnames
10. Step 4 :configure the WIFI network with the SSID
11. Step 5 :configure the authentication and encryption for the created SSID
12. Step 6 :setup the broadcast mode
13. Step 7 :configure the radio interfaces
14. Step 8 :Assign the SSID to the radio interfaces
15. Step 9 :Assign the channel and enable the radio interfaces
16. Step 10 :configure the BVI interface with the IP /Subnet Mask and the Default Gateway for Management Access

## 2. Wireless Access Point Installation

- Provide labor and materials to terminate CAT5e cabling to twenty (20) access point locations. The cable will terminate onto a single port SMB/data jack at the access point end and onto a Customer provided patch panel on the network end.
- Provide labor to install twenty (20) Cisco access points to pre-determined locations and mount to recessed drop ceiling tile grid below the ceiling.
- Provide labor and materials to patch twenty (20) access points to data jacks and patch panel to network switch. It is assumed 3 Ft patch cords will be sufficient for access point end and 5 Ft patch cords for network end.

## 3. Wireless Testing

- Check the connectivity between the core and the access switches after the changes
- View the port utilization of all the trunk ports that connects back to the core
- Check the VLAN interfaces, assigned IP addresses on all 3750s
- Check the Wireless VLANs for the configured profile and make sure the wireless network is working with the required encryption and authentication
- Make sure the APs ports are assigned with its VLAN information and make sure that the APs are connected to the network with its appropriate Subnet.
- Test and verify connectivity between VLAN and the network is up and running after making the necessary changes
- Provide the latest VLAN, IP address and design information
- Perform Wireless verification assessment
- Perform post migration support and provide admin training on the new Cisco infrastructure and the wireless to the Customer's IT team

## 4. Project Closeout

### 2.2 Deliverables: ePlus will provide Services only, and no Deliverables will be provided except as follows:

- Project Contact List
- Project Plan
- Provide as Build Documentation
- Resource Plan
- Project Plan
- Communications Plan
- Risk Management Plan
- Implementation/Migration Plan
- Handoff/Operations Plan

Notwithstanding anything to the contrary set forth herein: (i) ePlus shall have the right to retain a copy of any work product of its personnel for its records; (ii) as part of ePlus' provision of the Services hereunder, ePlus may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically

for Customer, including without limitation computer programs, methodologies, templates flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus, a parent or affiliated company of ePlus, or by third parties under contract to ePlus or to a parent or affiliated company of ePlus (all of the foregoing, collectively, "ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of ePlus. Notwithstanding anything contained herein to the contrary, Customer shall not have or obtain any rights in such proprietary products, materials and methodologies of ePlus or any third parties.

2.3 Place of Performance: Unless otherwise specified elsewhere in this SOW, all On-Site Services will be performed at Customer's facilities located at the following location(s) ("Customer Site"):

- 900 Fallon Street, Oakland, CA 94607-4808

2.4 All staging and pre-configuration of equipment being installed will be performed at ePlus staging facility in Sunnyvale, CA.

2.5 Project Manager (if applicable): If ePlus Project Manager (PM) is assigned to this SOW, the PM will:

- Serve as primary point of contact on project issues, scheduling, and Customer satisfaction concerns.
- Complete "Change Request" documentation as required
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate, and document project issues as necessary
- Schedule and conduct team update/status meetings
- Prepare and deliver completion documentation for acceptance

### 3.0 Customer Responsibilities

3.1 **Resource Responsibilities**: During the course of this project, ePlus will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, schedule, or both may be affected. Customer agrees to provide the following:

- 3.1.1 A work area suitable for the tasks to be performed and any required software or documentation.
- 3.1.2 If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software and any accompanying support documentation or instructions.
- 3.1.3 A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- 3.1.4 Contact personnel to escort the ePlus resource(s) through the Customer Site.
- 3.1.5 Access to the Customer Site during the work hours required for this project.
- 3.1.6 Current network topology
- 3.1.7 Electrical power outlets to support requirements of the installed network equipment
- 3.1.8 Provide the IP address information, access to building and access to the network equipment's that we might have to work with during this project.
- 3.1.9 Provide the switch config template (Customer's standards) to configure the switches
- 3.1.10 Provide remote VPN access to the ePlus engineer

3.1.11 Provide access to the ESXi host on which ePlus will build /install /configure the Cisco prime if the Customer decides to include the Prime in this project scope

3.1.12 Provide the new IP address and hostname for the new NCS/Prime server.

### 3.2 System Responsibilities:

3.2.1 Customer is responsible for providing all software and associated licenses.

3.2.2 Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus' request for documentation or information needed for the project.

3.2.3 Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.

3.2.4 ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.

3.2.5 Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.

3.2.6 ePlus shall not be responsible for support and maintenance of Products.

3.2.7 Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).

3.2.8 Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.

3.2.9 Services exclude any hardware upgrade required to run new or updated software.

## 4.0 Assumptions

4.1 The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price, scope of work or Milestones pursuant to the Change Management Procedure set forth herein.

4.1.1 Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

4.1.2 This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of Products, which are purchased separately.

4.1.3 In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance and/or warranty obligations therein.

4.1.4 Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.

4.1.5 The schedule shall be extended up to 30 days for any personnel change requests made by Customer.

4.1.6 The access point locations were not determined by ePlus and cannot be responsible for any coverage gaps.

4.1.7 The access point cabling was installed by another contractor and will be terminated by ePlus. ePlus cannot be responsible for issues related to the cable installation.

4.1.8 Work to be performed during normal business hours.

## 5.0 Period of Performance

- 5.1 The estimated timeline for planning and execution of Services is beginning within thirty (30) days from the Effective Date for a duration of not more than sixty (60) days. If Services have not been scheduled at the execution of this SOW, a timeline should be developed mutually by the Parties and agreed to before each phase of the Services begins. The actual start date will depend on the following considerations:
1. Scheduled availability of a qualified systems engineer.
  2. Receipt of Product and any necessary equipment.
  3. Receipt of signed SOW from Customer prior to proposed start date.
  4. Receipt of purchase order from Customer.
- 5.2 Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services.

## 6.0 Pricing and Payment Terms

- 6.1 For the Services performed under this SOW, Customer agrees to pay ePlus a fee of \$25,665.00 (the "Fee").
- 6.1.1 If Milestone billing applies, the Milestones are as follows:

Milestone:	Description:	Amount Due:
1	Completion of Project less Prime	\$ 25,665.00

- 6.2 Fees include reasonable travel to and from the required location up to a maximum of fifty (50) miles and incidental expenses. Customer shall issue a purchase order adequate to cover the Fee prior to commencement of Services. Fees for additional services related to but not defined in this SOW will be on a time and materials basis at a rate set forth in a written amendment or Change Request. All tasks under this SOW will be completed during Normal Business Hours
- 6.3 Payment is due upon receipt of invoice. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles or other consideration for corporate travel volume. Fees, expenses and other charges for the Services do not include sales, use, excise, value added, or other applicable taxes, tariffs or duties. Payment that may be due on such amounts, and shall be the sole responsibility of Customer (excluding any applicable taxes based on ePlus' net income or taxes arising from the employment or independent contractor relationship between ePlus and its personnel).

## 7.0 Acceptance of Milestones or Services

- 7.1 Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:
- 7.1.1 Signed work order or time sheet; or

7.1.2 Milestone/Service Completion Certificate ("MCC"), in the form of Appendix A; or

7.1.3 Project completion document

7.2 Customer has five (5) working days from the completion of the Services or Milestone, as applicable, to accept the work performed as being complete. Signing of the MCC, or Customer's failure to respond to the MCC within the designated five (5) working day period, signifies Customer's acceptance of the Milestone and that Services have been performed as described in the MCC and in accordance with the SOW. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. The acceptance process shall be repeated until all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

## **8.0 Change Management Procedures**

Any change to the scope of Services or the obligations of the Parties under this SOW shall be set forth in a mutually agreed change request signed by both Parties ("Change Request"). The Change Request may be drafted by either Party and will describe the nature of the change, the reason for the change, and the effect of the change on the scope of work, Deliverables and/or the schedule. The Parties will negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request.

## **9.0 Warranty**

ePlus warrants that for a period of thirty (30) days after completion and delivery to the Customer (the "Warranty Period"), any computer program (and associated documentation) developed by ePlus specifically for Customer hereunder shall conform to the specifications applicable thereto in all material respects. In the event Customer notifies ePlus in writing of a breach of the foregoing warranty during the Warranty Period, ePlus shall promptly use reasonable efforts to remedy such breach at no additional expense to Customer. In the event that ePlus, after using reasonable efforts, is unable to remedy such breach, ePlus' sole liability to Customer in connection with such breach shall be to refund the amount paid by Customer for such computer program. Notwithstanding the foregoing, ePlus shall have no obligation or liability to Customer under this warranty to the extent that a nonconformity results from: (i) Customer's use of such computer program in a manner inconsistent with the documentation therefor; (ii) alterations or modifications made to such computer program by Customer without the written approval of ePlus; (iii) defects in any third party computer program, including the failure of any such program to operate in strict accordance with specifications; (iv) malfunctions of Customer computer hardware or system environment occurring through no fault of ePlus; (v) Customer's failure to use corrections or enhancements made available by ePlus; or (vi) information, materials or specifications provided by or on behalf of Customer; in each case, whether or not with ePlus' consent. Notwithstanding anything in this Agreement, Customer understands that ePlus shall bear no responsibility for the performance, repair or warranty of any of Customer's software or hardware products or any software, hardware product or service provided to Customer by a third party, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service. EPLUS DOES NOT WARRANT THAT ANY OF THE COMPUTER PROGRAM(S), CONTENT OR INFORMATION PROVIDED BY EPLUS WILL MEET CUSTOMER'S PARTICULAR PURPOSE OR REQUIREMENTS, NOR THAT THE OPERATION OF ANY SUCH COMPUTER PROGRAM WILL BE UNINTERRUPTED AND/OR ERROR-FREE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION,

WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EITHER EXPRESS OR IMPLIED.

## 10.0 Limitation of Liability

UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS SOW, EPLUS AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CLAIMED TO HAVE RESULTED FROM THE USE, OPERATION, OR PERFORMANCE OF THE PRODUCTS REGARDLESS OF THE FORM OF ACTION. IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN SOW OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EXCEPT FOR DAMAGES RESULTING FROM PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY.

## 11.0 Other Terms and Conditions

- 11.1 **Effect of Termination.** Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination.
- 11.2 **Late Payment Charge and Default.** Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by ePlus to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event ePlus must resort to collection, Customer shall be responsible for all collection costs, including legal fees. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. ePlus further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.
- 11.3 **Assignment.** Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, ePlus may assign payment for financing purposes without notifying Customer, but Services will not be affected.
- 11.4 **Non-Disclosure:** As used herein, "Confidential Information" means the terms and provisions of this Agreement and any related documents delivered hereunder, together with all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this Agreement. The Parties agree to protect each other's Confidential Information from unauthorized disclosure to any third party and to disclose the Confidential Information only as required in the performance of this Agreement and/or Purchase Orders, or as may be required by law or otherwise. ePlus may have agreements with some software, hardware, and other vendors. ePlus, its parent, or any affiliates may receive discounts, commissions, rebates, or other consideration from vendors (the "Benefits") and ePlus may disclose to vendors such information about Customer's needs as appropriate to secure the Benefits. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other Party within a reasonable time following disclosure, or must be of a character or nature that a

provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

**12.0 SOW Acceptance**

This SOW # Peralta-Wireless Installation-CA-21355 is acceptable. Please sign and return to David Baker at FAX number 408-220-1900.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be executed.

<b>ePlus Technology, inc.</b>		<b>Peralta Community College District</b>	
<b>Authorized Signature</b>		<b>Authorized Signature</b>	
<b>Printed Name</b>		<b>Printed Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	
		<b>Purchase Order #</b>	

reasonable person under like circumstances would treat as confidential. Confidential Information does not include information that: (i) is or becomes publicly available other than through a breach of this Agreement; or (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without obligation of confidentiality; or (iii) is lawfully received by the receiving Party from a third party without breach of this Agreement, provided that the receiving Party is not obligated under separate agreement to hold such information in confidence; or (iv) is independently developed by or for the receiving Party without access to confidential information, as evidenced by its records; or (v) the receiving Party has received written permission from the other Party to disclose; or (vi) the receiving Party is required to disclose pursuant to a valid order of court or other governmental body thereof; provided, however, that the recipient of the information shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the information and/or documents so disclosed will be used for the purposes for which the order was issued. Each Party hereby agrees that all Confidential Information or proprietary rights referred to above shall remain the exclusive property of the disclosing Party and shall be returned to the disclosing Party promptly upon request. Each Party acknowledges and agrees that it would be difficult to fully compensate the other Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the non-breaching Party will be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the Parties' rights to claim and recover damages. The provisions of this Section 11.4 shall remain in effect for a period of three (3) years after the expiration or termination of this Agreement for any reason.

- 11.5 **Non-Solicitation:** Both Customer and ePlus acknowledge that each has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, during the performance of this SOW and for a period of eighteen (18) months following the completion of work to be performed hereunder, neither ePlus nor Customer shall solicit for hire or hire employees of the other Party. A Party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring Party; (ii) responds to any public advertisements; or (iii) has been terminated by the non-hiring Party prior to commencement of employment discussions between the hiring Party and such employee. Should a hiring of an ePlus or Customer employee take place in breach of this Section, the non-hiring Party will be entitled to damages and/or compensation directly from the hiring Party in the amount of twenty (20) percent of the employee's total annual compensation.
- 11.6 **Choice of Law, Attorney Fees and Jury Trial Waiver:** The laws of the Commonwealth of Virginia will govern the construction and operation of this SOW without regard to the conflicts of laws provisions thereof. In the event it is necessary for ePlus to bring legal action due to Customer's non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys' fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.
- 11.7 **Severability:** The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.
- 11.8 **Subcontracting:** The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.
- 11.9. **Integration; Order of Precedence:** This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the

**Appendix A to SOW:  
Milestones, T&M Invoices, and Service Completion Certificate**

Pursuant to SOW # Peralta-Wireless Installation-CA-21355 between ePlus Technology, inc. and Peralta Community College District ("Customer"), Customer hereby certifies, by the signature of an authorized representative, that the Milestone/Service described below has been completed in a satisfactory manner on the date indicated below and in accordance with the terms of the SOW:

<b>Milestone / Service</b>	<b>Date</b>
Description of Milestone #1	
Description of Milestone #2	
Description of Milestone #3	
Description of Milestone #4	
Description of Milestone #5	

<b>Customer Purchase Order Number</b>	
<b>ePlus Sales Order Number</b>	
<b>SOW / Project ID Number</b>	
<b>Dollar Amount of Services Completed</b>	
<b>Dollar Amount of T&amp;E</b>	
<b>Project Complete (Yes/No)</b>	

<b>Submitted by: ePlus Technology, inc.</b>		<b>Acknowledged and Agreed: Peralta Community College District</b>	
<b>Authorized Signature</b>		<b>Authorized Signature</b>	
<b>Printed Name</b>		<b>Printed Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	

**Appendix B to SOW: Change Request**

In reference to SOW # Peralta-Wireless Installation-CA-21355 between ePlus Technology, inc. and Peralta Community College District ("Customer"), both Parties hereby certify, by the signature of an authorized representative, that this Change Request will amend and be fully incorporated into the existing SOW.

<b>Change Request Number</b>	
<b>Reason for Change Request</b>	
<b>Changes to SOW</b>	
<b>Schedule Impact</b>	

<b>Cost Impact</b>			
<b>SOW/Change Request</b>	<b>Services</b>	<b>T&amp;E</b>	<b>Total</b>
Original Value of SOW	\$0.00	\$0.00	\$0.00
Value of Change Request No. 1	\$0.00	\$0.00	\$0.00
New Value of SOW	\$0.00	\$0.00	\$0.00

Purchase Order Issuance (if applicable): Customer shall issue a written Purchase Order to ePlus, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of \$0.00.

Except as changed herein, all terms and conditions of the SOW # Peralta-Wireless Installation-CA-21355 remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Change Request to be fully executed.

<b>ePlus Technology, inc.</b>		<b>Peralta Community College District</b>	
<b>Authorized Signature</b>		<b>Authorized Signature</b>	
<b>Printed Name</b>		<b>Printed Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	
		<b>Purchase Order #</b>	