

ePlus Technology, inc.

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Statement of Work

Contra Costa County

Rubrik Installation

SOW# Contra Costa County-Rubrik Installation-124054

2/7/2023

Skiff Sumner

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Suite 210

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STATEMENT OF WORK

Contra Costa County

1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this “Agreement” or “SOW”) is made February 7th, 2023 (“Effective Date”) by and between Contra Costa County (“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 provide services to assist with the installation of the new Rubrik appliance.

1.2 DEFINITIONS

Deliverable: A measurable 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 a.m. to 5:00 p.m. 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:

- Planning and information gathering
 - Identify Customer and ePlus resources and contacts
 - Review Rubrik installation and configuration checklist
 - Identify networking needs including uplinks and IPs
 - Identify AD Information, DNS, time server, email server, and other settings
 - Identify three (3) workloads to be configured for SLA protection during this project
 - Determine backup frequency
 - Determine backup retention periods
 - Determine notification settings
 - Perform site readiness review, verifying hardware and environment is ready for project commencement
- Install and configure Rubrik data management system
 - Perform initial configuration including:
 - Create Rubrik data management cluster based on the installation and configuration checklist
 - Configure AD integration for RBAC
 - Configure VMware integration
 - Configure up to three (3) SLAs to configure protection for workloads, as determined in the installation and configuration checklist
 - Verify functionality
- Test/validate configuration
 - Review and test VMware configuration
 - Review and test workload SLAs

- Documentation and informal training
 - Perform ongoing informal training throughout engagement
 - Provide Word document with configuration details
- Conduct project closeout meeting
 - Conduct project closeout meeting

Project Management

ePlus understands that the delivery of business outcomes is realized through the success of projects. Success is achieved through setting proper expectations, clear communications, and the reduction of risk through effective management of people, process, and tools. Knowing this, ePlus has included project management in its service engagements. For this SOW, ePlus will be providing:

- Standard project management is utilized when the management requirements for a project are typical of a mid-sized project. The expectation is that the ePlus Project Manager (PM) will be working on tasks which may include meeting planning, resource scheduling, equipment confirmation, issue tracking, project closeout, and satisfaction surveys.

2.2 DELIVERABLES

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

- Word document to reflect high-level configuration details

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, ePlus may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation computer programs, methodologies, designs, tools, and documentation, as well as intellectual property rights, ideas, concepts, know-how, or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus or its affiliate, subcontractors or suppliers ("ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications and records relating to the Services shall remain the sole and exclusive property of ePlus.

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"):

- Services will be performed remotely

3.0 CUSTOMER RESPONSIBILITIES

3.1 GENERAL 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, estimated schedule (see section 5.1), or both may be affected. Customer agrees to provide the following:

- A work area suitable for the tasks to be performed and any required software or documentation.
- 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.
- Ensure sufficient rack space, power, electric, cooling, etc. for new hardware is in place prior to implementation



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- **Note:** The Customer is responsible for moving existing equipment within a rack to make sufficient space for new hardware. ePlus resources are not responsible for moving existing equipment during the physical installation of new hardware.
- Customer is responsible for the removal and disposal of hardware being replaced as part of this project.
- Provide location for disposal of packing materials. ePlus will dispose of debris (cardboard, plastic, wood skids, Styrofoam, and other miscellaneous packing materials) in customer-supplied dumpster
- Customer will provide patch cables related to project unless otherwise specified in this SOW.
- A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- Contact personnel to escort the ePlus resource(s) through the Customer Site.
- Access to the Customer Site during the work hours required for this project.
- Current network topology
- Electrical power outlets to support requirements of the installed network equipment
- Provide a single technical point of contact, who is familiar with the IT environment and requirements, to work with ePlus engineering resource(s) throughout project and act as a liaison between the Customer's staff.
- Provide requested network diagrams/information to ePlus resource within two (2) days of the initial request.

3.2 PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

- Rack and cable new Rubrik appliance
- Provide remote access with VPN credentials, if possible
- Customer will assist with testing backup functionality.
- Customer will provide the SLA requirements for backups.
- Customer will provide network connectivity for new appliance.

3.3 SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- 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.
- 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.
- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- 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.
- ePlus shall not be responsible for support and maintenance of products.
- 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).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.



4.0 ASSUMPTIONS

4.1 GENERAL ASSUMPTIONS

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. ePlus assumes:

- 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.
- 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.
- 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.
- 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.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous Business Days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- If Services include any assessments of Customer's network, systems, or security protocols, Customer understands that no guaranty is made by ePlus or its subcontractors that such assessments will detect all security weaknesses, potential security problems, vulnerabilities, or potential breaches. ePlus does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
 - If an ePlus Subcontractor is used to perform the security assessment/audit services, the data will be shared with ePlus for gap analysis and recommendation purposes.
- If Services include the implementation of any system dealing with Emergency 911 (E911) Services, including but not limited to phone systems, the Customer is responsible for ensuring its 911 dialing is compliant with all applicable laws, including but not limited to "Kari's Law" and the "Ray Baum Act". ePlus encourages customers to consult with their counsel regarding this matter.
- Documents are created using ePlus templates (structure and format) and delivered to Customer in softcopy only. Customization to deliverable documents (structure, format, and/or other non-standard content) must be handled via a Change Request (CR) unless explicitly stated in this SOW.
- ePlus Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions will require a CR or separate SOW.

4.2 PROJECT SPECIFIC ASSUMPTIONS

- Calls and meetings will be scheduled at a mutually agreeable time between the Customer's and ePlus' resources. The calls and meetings will be scheduled through ePlus' PM.
- No training is included in this project unless otherwise specified in this SOW.
- Services schedule reflects work effort based on non-contiguous business days and does not include a full-time ePlus Engineer for staff augmentation during the project.



5.0 PERIOD OF PERFORMANCE

5.1 ESTIMATED TIMELINE

The estimated timeline for the Services will begin within thirty (30) days after execution of this SOW and continue for not more than one (1) month. 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:

- Scheduled availability of a qualified systems engineer
- Receipt of Product and any necessary equipment
- Receipt of signed SOW from Customer prior to proposed start date
- Receipt of purchase order from Customer

5.2 TERMINATION

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

For the Services performed under this SOW, Customer agrees to pay ePlus a fee of **\$6,600.00** (the "Fee").

Milestones are as follows:

TITLE:	DESCRIPTION:	AMOUNT:
Milestone 1	Project Completion	\$6,600.00

The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer. 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.

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).



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7.0 ACCEPTANCE OF MILESTONES OR SERVICES

Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Milestone/Service Completion Certificate ("MCC"); or
- Project completion document

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 Services will be performed in a professional and workmanlike manner in accordance with industry standards for service providers under similar circumstances. 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, EXPRESS OR IMPLIED.

10.0 LIMITATION OF LIABILITY

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 CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EPLUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE, OPERATION OR PERFORMANCE OF PRODUCTS MANUFACTURED OR LICENSED BY THIRD PARTIES. 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. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT EPLUS' PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SOW.



11.0 OTHER TERMS AND CONDITIONS

Effect of Termination: Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination.

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.

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.

Non-Disclosure: "Confidential Information" is information or material disclosed by a party ("Discloser") to the other ("Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by ePlus or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after expiration or termination of this Agreement. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; or (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit ePlus from disclosing information required by its suppliers or subcontractors in connection with this Agreement. Customer acknowledges that ePlus or its employees and subcontractors may provide similar services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. A Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure.

Non-Solicitation: Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation). Should such a hiring of an ePlus employee take place, ePlus shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 20% of the employee's total annual compensation.

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 and 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.

Severability: The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

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.

Data Rights and Consents: Customer represents and warrants that it has all right, title, and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions, and releases necessary for ePlus to perform its obligations under this SOW. Customer shall indemnify, defend, and hold ePlus harmless from any claims or liabilities arising out of Customer’s breach of the foregoing.

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 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.

Insurance: During the entire term of this Agreement and any extension or modification thereof, ePlus shall keep in effect insurance policies meeting the following insurance requirements. ePlus will provide commercial general liability and Cyber insurance, including coverage for business losses with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include Customer and its officers and employees as additional insureds as to all services performed by ePlus under this Agreement. Said policies must constitute primary insurance as to Customer, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. ePlus must provide Customer with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Agreement. ePlus must provide workers’ compensation insurance coverage for its employees. Said Limitation of Liability shall not apply to any valid and collectible insurance in force at the time of the loss.

12.0 SOW ACCEPTANCE

This SOW # Contra Costa County-Rubrik Installation-124054 is acceptable. Please sign and return to Heather Mitchell at hmittchell@eplus.com.

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

ePlus Technology, inc.		Contra Costa County	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	