



Statement of Work Prepared For:

Sauk County, WI – Circuit Court Patching

Proposal Date: March 10, 2022

Presented by:

Krystal Resetich
Senior Collaboration Account Executive
(630) 888-3126
krystal.resetich@skccom.com

Document History

REVISION HISTORY FOR QUOTE #22-03-86985

Revision #	Revision Date	Description of Change	Author (Last Name)



We are pleased to offer this Statement of Work ("SOW") as an agreement between SKC Communication Products, LLC (a wholly owned subsidiary of AVI-SPL LLC) ("SKC") and the party included on the cover page ("Customer", "you"). This SOW is effective on the date of last signature.

We are looking forward to working with you and above all, we want to make sure this project is a success. This SOW details the work we will do for you, how we will run the project, and what we need from you in order to be successful.

A few quick items to note:

- If there is a master agreement between Customer and SKC ("Master Agreement"), then any terms in the Master Agreement that are in addition to or conflict with the terms included in this SOW will govern.
- The terms of this SOW, the related purchase order ("PO"), and the Master Agreement, if applicable, includes the entire agreement between the parties related to the content of this SOW. No conflicting or additional term on any PO or other administrative document provided by either party can govern without the express agreement of you and SKC.
- SKC is an independent contractor and not an employee, agent, joint venturer or partner of Customer.

Project Scope

The scope of work for the project includes only those deliverables that appear in the Project Summary section of this SOW. If Customer requires additional services outside of this SOW, SKC will discuss the requirements for such services with the Customer prior to any such task being performed. Any changes and associated fees will be documented and mutually agreed by following the Change Order process detailed below and must be in place before additional work will be completed.

PROJECT SUMMARY

SKC is being engaged to update/patch various components of the Client's existing core Avaya Aura telephony architecture. The Log4J security patch is included in this project.

The Client has chosen to update/patch the following virtual applications which will be remotely deployed on their existing virtual core server(s): Communication Manager Duplex, System Manager, Session Manager, Avaya Aura Appliance Virtualization Platform, AVP Utilities, S8300, and Messaging Server.

SKC will also be responsible for firmware updates on five (5) existing G4xx gateways.

SKC will register components not currently registered with Avaya nor in SAL.

SKC will provide remote professional services to complete the project as follows:

System Updates:

The following applications are included in this Statement of Work:

(3070735) 425 6th St, Reedsburg, WI 53959

- (2) Communication Manager Duplex (Virtual)
- (1) System Manager (Virtual)
- (1) Session Manager (Virtual)
- (1) Messaging Server (Virtual)
- (1) AVP Utilities (Virtual)
- (1) Avaya Aura Appliance Virtualization Platform (AVP) (Virtual)

(5261889) 505 Broadway, Baraboo, WI 53913

- (1) S8300 (as LSP) (Virtual)
- (1) AVP Utilities (Virtual)
- (1) Avaya Aura Appliance Virtualization Platform (AVP) (Virtual)

(2723806) 1051 Clark St, Reedsburg, WI 53959

- (1) S8300 (as LSP) (Virtual)
- (1) AVP Utilities (Virtual)
- (1) Avaya Aura Appliance Virtualization Platform (AVP) (Virtual)

(3070750) 1300 Lange Ct, Baraboo, WI 53913

- (1) S8300 (as LSP) (Virtual)
- (1) AVP Utilities (Virtual)
- (1) Avaya Aura Appliance Virtualization Platform (AVP) (Virtual)

Locations Involved:

- (3070750) 1300 Lange Ct, Baraboo, WI 53913
- (5261889) 505 Broadway, Baraboo, WI 53913
- (2723806) 1051 Clark St, Reedsburg, WI 53959
- (3070735) 425 6th St, Reedsburg, WI 53959

Current Environment:

- Update/Patch all to current

General Assumptions

Unassisted Access:

Current implementation pricing and SOW assumes that all SKC resources will have VPN or equivalent unassisted access for the duration of the project. If VPN or equivalent unassisted access for the duration of the project is not provided, then a flat rate \$2000 change order will be added to the project.

If a virtual deployment, the customer's virtual environment is ready and meets Avaya minimum specifications and is ready for deployment.

Deployment Timeframes

Regular Business Hours (Monday-Friday. 8:00am to 5:00pm central standard time):

- Project planning/calls
- Non-Service Impacting Virtual server deployments
- Go-live testing
- Updating of all SRS/SCS locations
- First Day of Business (up to 2 hours remote only)

After Business Hours (Monday-Thurs. After 5:00pm central standard time):

- Service Impacting Virtual server deployments
- Gateway firmware/pack deployment

Weekend Hours (Friday night after 5:00pm thru Monday 8:00am central standard time):

- None

Project Management

SKC will provide overall Project Management for the duration of this project. The PM will act as the single point of contact with all project information and communication. The SKC PM will be responsible for:

- Planning, executing, and closure of the project
- Managing the SKC resource team
- Maintaining project deliverables as outlined in the Statement of Work
- Issuance of project change orders
- Standard SKC Project Management.
 - o In depth planning, meetings, or excessive document request may require a change in scope for PM responsibilities

It is expected that the client will provide a single point of contact that is the client-side project champion. This single point of contact is responsible for all communication to the client resources, ensuring that client-side deliverables are completed by dates outlined in the project, and being an escalation point for the project.

Project Scheduling

To ensure a successful project, the SKC Project Manager will not confirm an implementation date until the following client deliverable conditions have been met:

- SKC receives the completed project workbook back from the client (if applicable)
- All SKC requested information must be returned to SKC no less than two weeks prior to scheduled go live, or project could be delayed (if applicable)

All scheduling requests are based on mutually agreeable dates for both SKC and the Customer.

Project Assumptions

If these items are necessary to add to the project, it will be handled through the Change Control process outlined below and priced accordingly. Those assumptions are:

- SKC will not be responsible for integrity of reused/customer provided equipment
- Customer understands that Faxing/Modem across the WAN is not supported by Avaya. If remote locations have fax/modems devices
 - SKC strongly recommends local trunks installed at each location or alternative faxing solutions
 - SKC will not be responsible for troubleshooting
- Union labor is not included in this quote. If union labor is required, a change order will be issued

Customer Responsibilities

Customer will provide:

- Site address(es)
- Named resources with contact information
- Access to these individuals at agreed upon times
- VPN or equivalent unassisted access to customer network as needed for entirety of the project
- Attendance and participation in any scheduled planning calls
- Any interactions or order placement with their TELCO providers if applicable
- Completion of all requested documents requested by SKC

Outside of Scope Items

The following items are deemed to be outside of the project scope and therefore the responsibility of the customer to complete:

- **Troubleshooting of the client's data network:** It is the responsibility of the client to provide a data network that is fully configured and able to support the applications being deployed on this project. SKC will not provide resources in configuration or troubleshooting of the client data network. Any project delays or cancellations due to client data network issues is considered billable on T&M at the rate of \$300.00/hour with all work performed during normal business hours
- **Coordination of and/or troubleshooting of the customers chosen Telephony provider:** It is the responsibility of the client for all coordination and communication with their chosen Telephony provider services. SKC will not provide resources for the purpose of scheduling or troubleshooting of the client's chosen Telephony provider. Any project delays or cancellations due to client data and/or voice network issues will be considered billable on T&M at the rate of \$300.00/hour with all work performed during normal business hours. Premium rates will apply for afterhours work
- **Certificates:** It is the customer's responsibility to verify the communications systems certificate expiration dates, use Avaya provided tools to update certificates, use third party certificates to replace Avaya certificates, and to take proactive measures to prevent the expiration of certificates which may lead to the interruption of Avaya services. SKC will charge a time and material (T&M) rate of \$300.00/hour for any customer engagements related to updating certificates or related issues. with all work performed during normal business hours. Certificate renewal and generating instructions can be found under each Avaya product line on <https://support.avaya.com>. Premium rates will apply for afterhours work
- **Virtual Environment:** It is the customer's responsibility to provide a virtual environment that meets the minimum requirements mandated by Avaya. Minimum requirements can be found under each Avaya product line on <https://support.avaya.com>. Redeployment of applications due to not meeting the minimum requirements is considered billable on T&M at the rate of \$300.00/hour with all work performed during normal business hours. Once the client virtual environment is confirmed ready, SKC will remotely work to load the Avaya application(s) software. If the client chooses to load these applications without SKC Engineer guidance, any troubleshooting or redeployment of the application software deemed necessary will be considered billable on a T&M rate of \$300.00/hr
- **IP Address Schema change:** All IP addresses of the existing applications will be reused in the upgraded environment. SKC will use temporary IP addresses during the pre-deployment phase to avoid an IP Address conflict on the network. At the time of go-live, the primary IP Addresses will be redeployed. IP address changes requiring additional engineering labor will be billable on a per hour basis
- **Additional Work:** Any additional programming request or application upgrade not specifically outlined in the above Project Summary is excluded from this Statement of Work and will require a change order for billable products and services

- Installation or configuration of SCP/TFTP back-up servers
- Certification of customer installed equipment

Project Workbook (if applicable)

As part of this project, SKC will provide to the customer a Project Workbook. This Project Workbook will be the main tool used to gather all necessary information the SKC Software Specialist will use to program the new system. This Project Workbook must be completed and returned to the SKC no less than three (3) weeks prior to scheduled installation date.

Any programming request during the Programming Freeze will be considered billable and will only be completed if it can be done and not affect the project timeline. If the request will delay the project schedule, the SKC PM will discuss this with the customer and develop a plan agreeable to both parties.

Reused Equipment

SKC will not be responsible for the integrity of any Customer-provided or reused equipment. The SKC resources on the project will provide basic troubleshooting to determine the root cause of any hardware failures. If SKC resources deem the cause of the failure is in direct response to the current project, SKC will provide best effort troubleshooting to resolve the issue or determine the best course of action for resolution.

If the failure is not deemed a direct response to the project, the responsibility for troubleshooting and/or replacement will be that of the customer or customer vendor.

Cancellations/Delays/Exclusions

- All on-site cancelations or postponements of onsite installation commencement are subject to SKC monetary recuperation of lost travel expenses. A Change Order form signed by the Customer must be returned to SKC prior to SKC rededicating resources.
- SKC is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control, including, but not limited to, manufacturer fabrication delays or errors, shipping delays, equipment malfunctions, natural disasters, acts of war/terrorism, actions by any government authority, labor stoppages/slowdowns, and/or pandemics/quarantines. For the avoidance of doubt, this specifically includes either party's (and, in the case of SKC, its subcontractor's or vendor's) determination to temporarily close or suspend one or more business premises and/or quarantine

of one or more individuals identified as necessary or required for its performance under this SOW in compliance with its communicated company policy and/or CDC guidelines.

- Either party may terminate this SOW at any time without further obligation or liability in the event that the other party is in default regarding any material obligation of this SOW and such default is not cured within 10 business days of receipt of written notice from the non-defaulting party that provides details of such default; and in the case of such termination, all outstanding SKC invoices for completed work and any completed work and expenses not yet invoiced shall be due and payable.

Customer Acceptance/Completion

The SKC Project Team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW.

SKC will notify Customer of project completion by submitting to Customer a SKC Sign-Off Form in a form substantially similar to the one attached as Appendix A.

- Customer will sign and return the form within 10 business days of receipt.
- If the SKC Sign-Off Form indicates there are no exceptions, the project will be considered accepted by Customer upon SKC's receipt of the SKC Sign-Off Form.
- If the Sign-Off Form indicates exceptions, Customer will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. SKC will address any such non-conformance in a timely manner. The process for acceptance will be repeated until non-conformance has been resolved.
- If the Customer does not return a signed SKC Sign-Off Form within 10 business days of receipt (or has not provided any written exceptions to sign-off), the SOW will be deemed accepted by the Customer on the 11th business day after Customer's receipt of SKC Sign-off Form.
- The SKC Sign-Off Form will not be delayed for the purpose of successful test completion with any secondary systems or non-SKC branded solutions.

Warranty

Equipment Warranty. SKC is an authorized reseller, but not the manufacturer, of any equipment (including software) furnished by SKC. Any equipment warranties, licenses and indemnities are provided directly to the Customer by the original equipment manufacturer (OEM). SKC will provide to Customer the OEM information detailing any license, warranty and indemnity right it receives from any third party provider of such equipment upon request and will reasonably cooperate with Customer in enforcing such rights. OEM warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. Nothing in this Agreement shall be construed as expanding or adding to any OEM warranty terms or terms otherwise required under an OEM license agreement. Once equipment is ordered by SKC, SKC will not accept returns; and any such ordered equipment may not be returned unless the OEM has issued a Return Authorization ("RA"). Equipment returned without a RA is considered unauthorized and will not be accepted. Equipment returns due to defective Equipment are subject to the OEM's warranty. If a RA is issued for Equipment returned without cause, the Customer will be invoiced for, and is required to pay, return shipping charges, the OEM's restocking fee, and any charges incurred by SKC for such return. For software licenses, special orders, and custom products, applicable OEM warranty terms apply, but such items are not returnable without

cause under any circumstances. Notwithstanding the foregoing, if Customer is required by an OEM to agree to the terms of an end user license agreement (or similar agreement) in order to utilize the manufacturer's equipment or software, then Customer agrees that such terms will apply between such OEM and Customer even if in conflict with this Agreement.

Services Warranty. SKC warrants to Customer that any services performed by SKC or its subcontractors under this SOW will be carried out in a professional and workmanlike manner by qualified personnel in accordance with the specifications set forth in this SOW and/or the PO. If any services have not been so performed, and SKC receives Customer's detailed written request to cure a non-conformance within 30 days of acceptance of the services, SKC will promptly re-perform those services as Customer's sole and exclusive remedy for a breach of this warranty. Any services (including without limitation, installation or support services or extended warranties) specified in a SOW to be performed by an OEM comes with the OEM's standard warranty, licenses and indemnities only, and the OEM is solely responsible for the performance of such services, including without limitation design, completion and Customer acceptance/sign off.

Disclaimer. The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of equipment and services. EXCEPT AS SET FORTH IN THIS SOW, SKC MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT, AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL EITHER SKC OR CUSTOMER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE ARISING OUT OF OR IN CONNECTION WITH THIS SOW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SKC NOR CUSTOMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SOW (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE, OR OTHERWISE) SHALL EXCEED THE PURCHASE PRICE AND FEES PAID BY CUSTOMER FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. THIS SOW IS SOLELY FOR THE BENEFIT OF SKC AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO ANY THIRD PARTIES.

Payment Terms and Billing Schedule

Projects less than \$50,000.00 will be billed upon substantial completion of the project.

Projects greater than \$50,000.00 will follow the below billing schedule.

SKC will bill in stages, and Customer will receive a minimum of two (2) invoices as outlined below:

- **First Invoice** will bill for 100% of the hardware and software (which includes licenses) with applicable tax charges. This invoice will be sent when SKC orders substantially all the hardware/software on behalf of the customer.

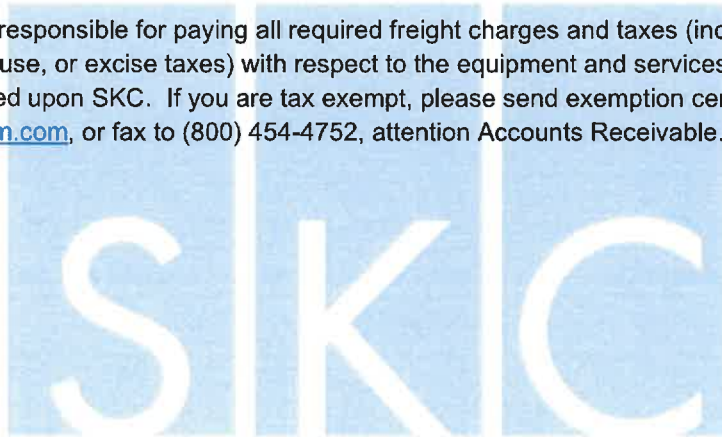
- **Second Invoice** will bill for labor, maintenance, and any monetary adjustments related to changes to the PO previously approved by SKC and Customer as well as all applicable tax and freight charges. This invoice will be sent upon substantial completion of the project or if the project install date is extended by the customer.
- **Third Invoice** (if applicable): If the use of a 3rd party professional services company is required to complete this SOW, SKC will invoice the customer all upfront dollar amounts required by said third party to initiate the project.

If the Customer extends the install date past the original install schedule date, Customer will receive an invoice for the total of all materials ordered and work performed regardless of project size.

The foregoing billing terms do not apply to SKC provided monthly-recurring managed services, which will be invoiced monthly.

SKC's payment terms are net 30 from the receipt of an invoice. Past due amounts may be subject to a late charge of 1 ½% per month.

Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the equipment and services, except for any income tax assessed upon SKC. If you are tax exempt, please send exemption certificate(s) to taxexempt@skccom.com, or fax to (800) 454-4752, attention Accounts Receivable.



Acceptance & Agreement

This contract must be fully executed prior to SKC initializing work, purchasing product and scheduling staff resources.

I acknowledge an understanding of the purpose and content of this document. By signing this document and producing financial arrangements, I agree to this as the formal statement to begin work on and commit the necessary resources to the project described within.


Project Total: \$8,630.

plus applicable tax and freight.

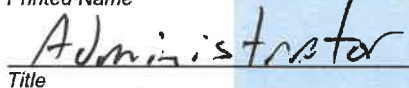
I confirm I am authorized to enter into this agreement between SKC Communication Products, LLC, and Sauk County, WI – Circuit Court.



Customer Signature



Printed Name



Title



Date

SKC Signature

Printed Name

Title

Date

Support Services Purchased: ☐ Access Premier ☐ Access Pro ☐ Access ☒ None

Master Services Agreement (MSA) in place: No