Avocent®

The Power of Being There®

Statement of Work for

Avocent Corporation
Professional & Technical Services
4991 Corporate Drive
Huntsville, AL 35805
Phone: (256) 430-4000 FAX: (256) 430-4031
Web: www.avocent.com

Statement of Work

Quote Reference Number:

PLEASE INCLUDE THE QUOTE NUMBER ON YOUR PO

Avocent Customer Number:

Company:		Company:	
Address:		Address:	Same
			Same
Contact:		Contact:	Same
Phone:		Phone:	Same
Email:		Email:	Same

Schedule/Lead Time

All services are to be scheduled with an eight (8) week lead time.
Requests for Services with less than the eight (8) week lead time may require an expedite fee: $500.

Services Summary Overview

Avocent Corporation
Professional & Technical Services
4991 Corporate Drive
Huntsville, AL 35805
Phone: (256) 430-4000 FAX: (256) 430-4031
Web: www.avocent.com

Statement of Work Acceptance

Requested Delivery Date:
Scheduled Delivery Date:

Quote Reference Number:

PLEASE INCLUDE THE QUOTE NUMBER ON YOUR PO

Avocent Customer Number:

Company:		Company:	
Address:		Address:	Same
			Same
Contact:		Contact:	Same
Phone:		Phone:	Same
Email:		Email:	Same

Assigned Personnel

The Customer assigns the following persons as the Project Manager and the available Network Domain Administrator contacts.

Project Manager:		**Network Domain Admin:**	
Name:		Name:	
Office:		Office:	
FAX:		FAX:	
Mobile:		Mobile:	
Email:		Email:	

Statement of Work Acceptance

I, the undersigned representative for Customer, have read and understood the terms and conditions of this Statement of Work.
Acknowledged and agreed to:

For	**For Avocent Corporation**

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Change Request Form

Quote Reference Number:

PLEASE INCLUDE THE QUOTE NUMBER ON YOUR PO

Avocent Customer Number:

Date Changes Requested:

Company:		Company:	
Address:		Address:	Same
			Same
Contact:		Contact:	Same
Phone:		Phone:	Same
Email:		Email:	Same

Overview of Requested Changes

Change Request Authorization/Confirmation

This document serves as an addendum to the original SOW. Customer has requested additional Services from Avocent that were not included in the original SOW. Therefore, the parties have agreed to amend this SOW to expand the scope of the services to be performed, as described above in the Overview of Requested Changes.

For	**For Avocent Corporation**

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Project Completion Sign-Off

Quote Reference Number:

PLEASE INCLUDE THE QUOTE NUMBER ON YOUR PO

Avocent Customer Number:

Company:		Company:	
Address:		Address:	Same
			Same
Contact:		Contact:	Same
Phone:		Phone:	Same
Email:		Email:	Same

Tasks/Services

Task/Service	Initials	Date	Task/Service	Initials	Date

Project Completion Sign-Off

I have reviewed the milestones of this SOW and certify that such milestones have been met. The tasks and services listed under Tasks/Services have been completed; I hereby acknowledge completion as detailed above.

For

For Avocent Corporation

Purpose

This document is provided to properly set expectations between the appropriate parties: the customer, the reseller, Avocent sales and the Avocent delivery team; so, that you, the customer will know what Avocent is selling, what you are purchasing, and what Avocent will deliver.

This document provides a Statement of Work (SOW) detailing the work to be performed and the mutual responsibilities of each party to ensure a mutually successful delivery of services to the Customer by Avocent Services Corporation.

Avocent offers the following services and service options:

- Installation
- Implementation
- Hardware and Software Upgrades / Migrations
- Remote Configuration
- Pre-scheduled telephone support for customer installations

Options:

- Re-installation
- De-installation
- Moves, Adds and Changes

Services are provided Monday — Friday, (excluding holidays), 8 am through 6 pm local time.

Services can be performed during after-hours, weekends and holidays based on availability and for additional after-hours fees.

Schedule / Lead-times

All services are to be scheduled with an eight (8) week lead time. Requests for Services with less than the eight (8) week lead time may require an expedite fee: $500.

Customer will make a reasonable effort to maintain the established agreed upon schedule. Requests for changes following delivery of the agreed upon schedule may require additional fees. Delays incurred onsite as a result of or by the customer may result in additional fees.

Change Control

All services will be delivered as detailed within this SOW.

Customer may request additional Services that are not included in the original SOW via the Change Request Form located at the end of this SOW. Customer and Avocent will jointly determine if these requests require a separate SOW or if an addendum can be made to the current SOW. Changes may result in additional fees. These Out-of-Scope / optional / additional services would be charged at the current Time and Material (T&M) hourly rate.

Definitions

Installation & Implementation – the scheduled physical installation and configuration of newly purchased or existing Avocent equipment.

This includes but is not limited to:

- Un-boxing equipment
- Installing rack mount kits
- Rack mounting equipment
- Attaching required cabling and adapters
- Configuration of network settings
- Local configuration (if applicable)
- Software installation (as necessary)
- Administration and/or Server settings (if applicable)

Site Survey – a comprehensive evaluation of an existing network or data center infrastructure. This service provides a snapshot of the customer's infrastructure at the current time. Avocent can also provide several options for improving your current infrastructure and data center systems based on the site survey. The site survey is a good foundation to base upcoming improvements on.

Hardware and Software Upgrades / Migrations – the physical installation and configuration work required to upgrade the customer hardware appliances and/or software suites to the latest firmware and software releases. Pricing is based on the revision levels being upgraded. Additional charges may be required for revision levels requiring change out of hardware and/or hardware components.

Remote Configuration – the on-line delivery of configuration settings. This service is intended for customers that have physically installed the Avocent hardware and/or software products and need assistance in configuring the products to their environment. Avocent personnel must have on-line access to the appropriate customer network and equipment and/or software.

Pre-scheduled phone support for customer installations – the pre-scheduled technical resources available to provide remote support of a customer's or reseller's installation and configurations efforts.

Optional Services

Re-installation – the scheduled implementation to correct and/or improve previously non-Avocent certified installations.

De-installation – the scheduled de-installation of equipment. Non-scheduled de-installation requests or de-installations having to be preformed prior to delivery of the originally requested service may require additional charges.

Moves, Adds and Changes – any move, add or change requested outside the scope of the original SOW.

These optional services will be charged at the current Time and Material (T&M) hourly rate.

NOTE **All Services may require collection of relevant information prior to delivery.**

Customer Responsibilities – Prior to Service Delivery

In order to properly set expectations and ensure a successful and on-time delivery of services, the customer is responsible for:

- An appropriate contact, Customer Project Manager, to coordinate the technical and logistical processes prior to service delivery. This Customer Project Manager will serve as the primary contact for Avocent and will have full authority to act on behalf of the Customer with respect to:
  - Negotiating and authorizing changes
  - Scheduling
  - Site access / remote access
  - Project completion sign-off
- Providing all information within ten (10) business days prior to the scheduled date. This includes (but not limited to) the following:
  - Required IP addressing
  - Pin-outs for all non-Avocent devices to be connected
  - Hardware physical location requirements
  - Network topology as applicable to Avocent software
  - Domain Infrastructure

- Access to a Network Domain Administrator with admin privileges for Network Appliances, such as routers, switches and other devices. The Admin should also have admin privileges for Active Directory, and/or other required authentication types.

Customer Responsibility – At Scheduled Service Delivery

Customer is responsible for the following as appropriate to the service being delivered:

- Prompt access to the site for delivery of on-site services or proper remote access for remote services.
- Site should be cleared of obstructions and environment should be conducive to allow services to be delivered promptly.

Installation Requirements

Customer will provide the following for Avocent hardware devices:

- Avocent devices for the Installation be present on site with rack space available:
  - Network cabling for Avocent equipment to be installed and power available.
  - Terminated UTP/STP cabling to be used between Avocent equipment and targets.
  - Target devices (to be connected to Avocent equipment i.e. servers serial devices, etc.), will be racked, powered & configured before Avocent technicians arrive.
  - Available power configured for Avocent equipment (amperage and voltage).
  - Customer acknowledges that downtime may be required at times during the installation process.
- Customer will provide the following for Avocent software:
  - Server(s) meeting minimum requirements.
  - Client(s) meeting minimum requirements.
  - Browser support:
    - Windows OS – Microsoft® Internet Explorer version 6.0 SP1 and later.
    - Windows OS and Mac OS – Mozilla Firefox, Netscape version 7.2 and later.
  - Required Activation Tokens, Plug-Ins (if applicable), and/or Master License Keys for Avocent software.
- Provide an active internet connection to onsite technician.

Implementation Requirements for Avocent Devices

- Network Settings
- Serial Settings
- Names of Targets

Implementation Requirement for Non-Avocent Devices

- Service Processors
  - DRAC xx
  - ILO xx
  - RSA xx
  - ALOM
  - Configuration of service processors by Avocent personnel may result in an additional fee (Configuration Services Fee).
- Baseboard Management Controller (BMC)
  - Avocent estimates to the best of its ability the time to configure these controllers; additional time may result in additional cost.
- Terminal servers emulation types and settings.

Avocent Responsibilities

Resources

Avocent will assign adequate resources to ensure that the Installation is completed in a timely manner with a consistent level of quality.

Installation Manager

Avocent will assign an Installation Manager with overall responsibility for the Installation success.

Staffing

Avocent will provide adequate technical staffing to support the success of the Installation, with an emphasis on maintaining consistency among the staff involved. Avocent reserves the right to assign and remove resources as required.

Extension of Terms

To extend the completion date of this Installation beyond the original term of work requires written notice to, and approval of, the Avocent Installation Manager. The written notice must be received within six (6) weeks prior to the Installation's start date. This change may require a Change Request, a new SOW, and additional fees.

Upon deciding to request additional work, Customer must provide Avocent with either a Change Request or agree with Avocent to a new SOW, specifying additions and changes to the original SOW.

Personnel for Extensions are provided on a first-come first-serve basis. Avocent cannot guarantee continuation of Services with the same staffing; however, Avocent will make reasonable efforts to do so.

Service(s) to be Performed

In Scope

For services to be delivered, please see the attached Avocent Services Quote for Services in this .pdf file.

Out of Scope

Additional services not covered by this SOW are considered Out-of-Scope and would be subject to additional fees depending on the services requested. The following services (but not limited to) are listed below.

- Customize software / firmware.
- Write or Support custom scripts.

Time & Material (T&M) rates will be charged for out-of-scope work and are billable in one hour increments. Current rates are:

$125/hour and $295/hour after business hours as of 4/16/2007.

Other Avocent Care products available

Support / Maintenance Services:

- Avocent Care Plus and Premium.

Training Services

- Avocent Care end-user Training (On-site, Avocent venue, On-line).

Consulting and Implementation

- Detailed design documentation.
- Avocent Care installation Certification and Verification.
- Tailored step by step Design & Configuration instructions.