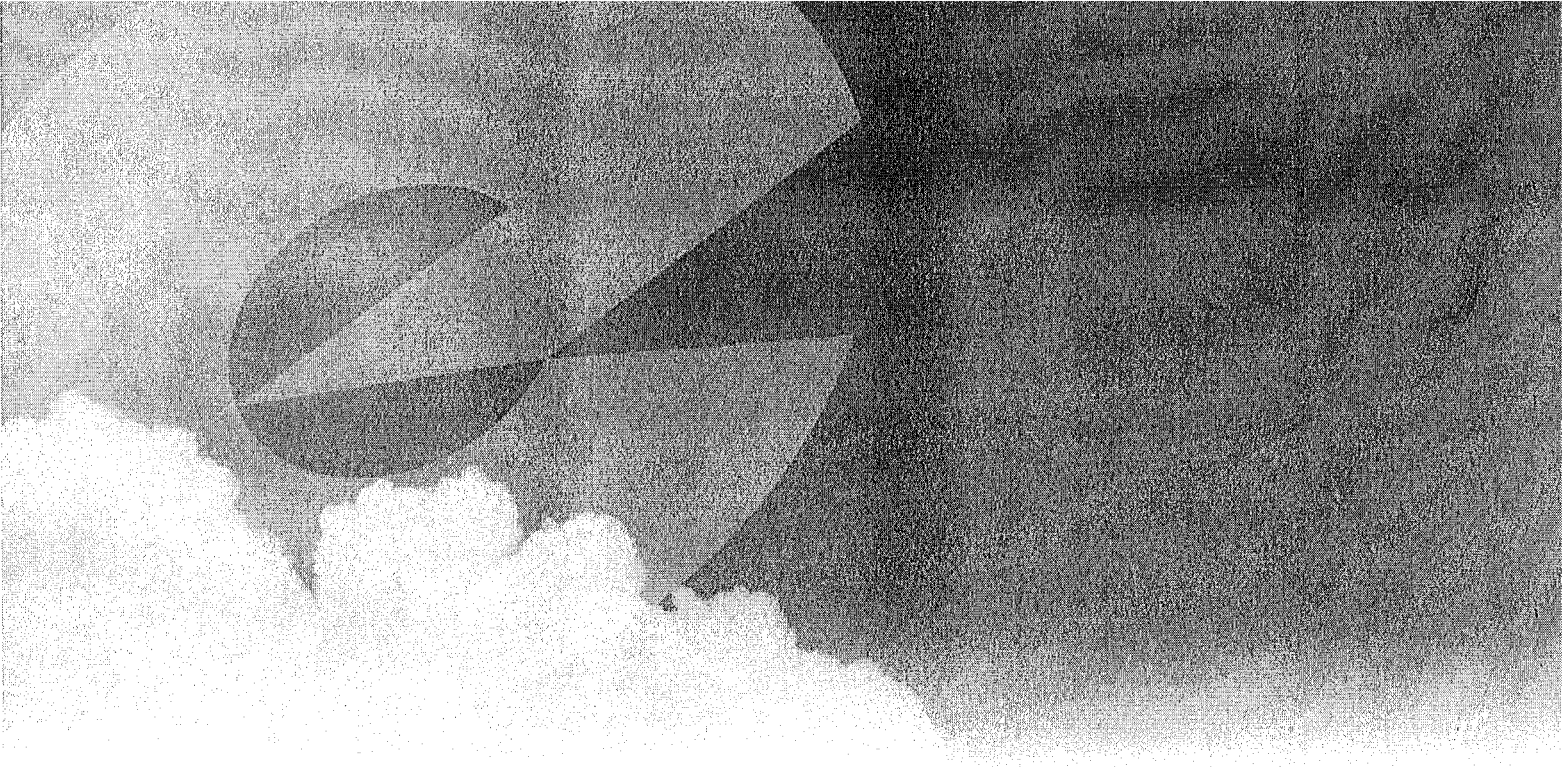




VMware to Hyper-V Infrastructure Migration

Prepared for:
Woodridge School District 68

Prepared By:
Eastern Computer Exchange, LLC.

May 13, 2026

TABLE OF CONTENTS

1.	Introduction	3
2.	Background	3
3.	Project Scope	3
3.1	Services	3
3.2	Project Management	4
3.3	Project Deliverables	5
3.4	Customer Responsibilities	5
3.5	Prerequisites and Assumptions	6
3.6	Mutual Responsibilities	7
3.7	Out of Scope	8
3.8	Duration of Services	8
3.9	Delays	9
3.10	Location	9
4.	Contacts and Change Process	9
4.1	Project Contacts	9
4.2	Change Procedures	10
5.	Work Hours and Reporting	11
5.1	Work Hours	11
6.	Project Fees and Payment	12
6.1	Completion Criteria	12
6.2	Fees and Invoicing	12
6.3	Expenses	13
7.	Terms & Conditions	13
7.1	Non-Solicitation of Employees	13
7.2	Proprietary Rights	13
7.3	Woodridge School District 68 Furnished Materials	13
7.4	Work Product License	14
7.5	Software License	14
7.6	Confidentiality	14
7.7	Warranty	15
7.8	Limitations of Liability	15
7.9	Independent Contractors	16
7.10	Order of Precedence	16
7.11	Assignment	16
8.	Authorization	17
9.	Required Project Change Request Form	18

1. INTRODUCTION

This Statement of Work ("SOW") is entered into as of the date of the last signature below ("Effective Date") and sets forth the terms under which Woodridge School District 68. (referred to as "Woodridge School District 68" or "Customer") has engaged Eastern Computer Exchange, LLC. (referred to as "Eastern") to provide the professional services described hereunder (the "Services").

The performance of the Services pursuant to this SOW shall be governed by and subject to the terms and conditions set forth herein. The purchase and/or licensing of any hardware and/or software products shall be governed by the terms of the Sales Agreement or other purchase agreement between the parties. Hardware and/or software products cannot be purchased under this SOW.

This SOW is an offer that is good for thirty days. If Woodridge School District 68 executes this SOW within that time, then it will become a valid and binding SOW.

2. BACKGROUND

Woodridge School District 68 has requested Eastern to migrate Woodridge School District 68 from a legacy VMware ESXi hyperconverged environment to a modern 3-tier Microsoft Hyper-V architecture. Professional Services will ensure the secure and efficient migration of thirty-one (31) targeted Virtual Machines to the new Dell PowerEdge R470 servers and Dell PowerStore SAN or PowerVault ME5224. This engagement focuses on data integrity, minimizing operational downtime, and verified functionality on the new hardware.

3. PROJECT SCOPE

3.1 SERVICES

The following services are included for REMOTE Project Services:

- Configure the Microsoft Hyper-V role and Failover Clustering across the three new Dell PowerEdge R470 host servers.
- Map and present the Dell storage (PowerStore or PowerVault) volumes to the Hyper-V cluster using the Dell Networking S5212F-ON switches.
- Consolidate 4 Virtual Machines currently residing on the Siple1 and DACMDF clusters to the primary VxRail cluster prior to the final migration.
- Execute a pilot migration to validate the conversion methodology and network connectivity.
- Perform the bulk conversion and migration of twenty-five (25) standard Windows Virtual Machines.
- Perform the manual conversion and migration of one (1) LiquidFiles Linux server and five (5) Power Protect Data Manager (PPDM) backup servers.

- Execute production migration waves exclusively during approved summer Friday and Saturday maintenance windows to prevent disruption to school operations.
- Uninstall legacy VMware Tools and install Microsoft Hyper-V Integration Services on migrated systems.
- Provide a comprehensive As-Built document and a Migration Validation Report detailing the power-on state of all migrated assets.

3.2 PROJECT MANAGEMENT

Eastern will assign a project manager responsible project support. The project manager will be the primary point of contact for customer.

Eastern will collaborate with customer to develop a detailed operational plan that will outline the operating procedures and practices for the services to be provided by Eastern. The joint team will work to define processes to include the following:

- Works with the Customer assigned a single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Coordinates project closeout, review, and sign-off.

Work Breakdown Structure

Phase I: Discovery and Planning: Kickoff meeting, infrastructure readiness validation, exact VM scope lockdown of the thirty-one (31) target systems, and migration schedule creation.

Phase II: Preparation and Pilot: Hyper-V role deployment, Failover Cluster configuration, PowerStore or PowerVault mapping, switch configuration, and execution of the pilot migration.

Phase III: Production Migration: Bulk automated conversion of Windows VMs and manual conversion of the LiquidFiles and PPDM Linux VMs during scheduled weekend waves.

Phase IV: Post-Migration and Handover: Final cutover testing, delivery of As-Built Documentation, Migration Validation Report, and IT team Knowledge Transfer.

3.3 PROJECT DELIVERABLES

The following table describes all physical documents that will be provided to the customer in this engagement:

- As-Built Documentation
- Migration Validation Report
- Milestone & Project Completion Forms

3.4 CUSTOMER RESPONSIBILITIES

Woodridge School District 68 will provide all necessary information to enable Eastern Computer Exchange to complete the scoped work in this document. Woodridge School District 68 will work on a best effort basis with Eastern Computer Exchange to resolve and mediate any issues as they arise and escalate issues to their respective and appropriate supervisors on both ends.

Notwithstanding anything in this document to the contrary, Woodridge School District 68 agrees to assume full responsibility for data backup and recovery. Woodridge School District 68 acknowledges and agrees that Eastern is not responsible for any loss of, damage to, loss or access to, or unrecoverable data in connection with the Services, unless due to Eastern's negligence or willful misconduct.

Prior to and/or during execution of the Services outlined in this SOW, Woodridge School District 68 shall:

- Provide Eastern with reasonable access to Woodridge School District 68 functional, technical and business staff as necessary for Eastern to perform the Services.
- Assign a primary contact and point of authorization as the Woodridge School District 68 project manager. This single point of contact will be responsible for all communication between Woodridge School District 68 and Eastern Team, issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with Woodridge School District 68 obligations.
- Assign a lead technical resource to be a representative for each specialization (e.g., Networking team, Security team, Storage/Data team, Cloud team, etc.), to act as a single technical point-of-contact between Woodridge School District 68 and Eastern Services Teams who will be responsible for communicating all information between the latter and the respective specialization for the duration of the engagement.
- Coordinate and approve downtime windows when required to complete the activities defined in the SOW.

- Provide administrative and root credentials for the legacy VMware environment, the new Windows Server environment, and the individual guest operating systems.
- Independently rebuild or decommission all legacy Linux-based UPS controllers, reporting servers, and proprietary VMware appliances prior to or during the migration timeline.
- Ensure valid, verified, and recoverable backups of all 31 virtual machines exist prior to the commencement of any migration activities.
- Perform User Acceptance Testing (UAT) to validate application and service functionality immediately following each migration wave.
- Manage all internal communications with staff and stakeholders regarding scheduled maintenance windows
- Ensure all data has been properly backed up prior to start of Services. Eastern is not responsible for any data loss that may occur while providing the Services.
- Ensure that all necessary software, firmware, and licenses have been acquired and that licensing is compatible with new and/or existing hardware and software.

3.5 ASSUMPTIONS

The project time estimates, and associated fees quoted within this Statement of Work are based on the following assumptions and responsibilities. Should any element(s) of these be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

- Eastern has made every attempt to accurately estimate time required to successfully complete the project. Customer acknowledges all listed assumptions and responsibilities and agrees that should these be violated, if impediments or complications arise or if changes in scope are requested or required, the length of the project and associated price could be impacted.
- Eastern is not responsible for delays caused by failures, including but not limited to, failures caused by systems, personnel or environmental causes or in using incorrect or insufficient data provided by Woodridge School District 68.

Services provided under this SOW are contingent upon the following assumptions:

- A signed Statement of Work.
- All services will be delivered remotely.

- Any changes in scope will be addressed via change order process.
- Materials provided by Eastern upon Woodridge School District 68 request or as required by project will be addressed via change order process.
- Woodridge School District 68 acknowledges all listed assumptions and responsibilities and agrees that should these be violated, if impediments or complications arise or if changes in scope are requested or required, the length of the project and associated price could be impacted.
- The total count of in-scope Virtual Machines is strictly limited to the 31 named systems provided in the updated deployment data.
- The new Dell PowerStore SAN or PowerVault ME5224 has 27.25 TiB of usable capacity, which is sufficient to host the migrated workloads.
- All new hardware (Dell R470s, PowerStore SAN (or PowerVault ME5224), Top of Rack switches) is physically racked, cabled, powered, and possesses baseline network connectivity.
- Appropriate Microsoft Windows Server and Hyper-V licensing has been procured and is available for deployment
- Standard working day is eight (8) hours per day.
- All parties will agree on a Delivery Schedule once Eastern assigns a Project Manager or Project Coordinator. Typically, Eastern requires 5–10 business days from full execution of this SOW and receipt of the Purchase Order to make the assignment, coordinate any necessary kickoff call(s), and schedule services for each site.
- Eastern has the right to develop and control the project schedule. Any deviation from the proposed schedule may result in project management fee increases.
- Should there be a significant change in Eastern's understanding of the tasks to be performed, or that Woodridge School District 68 wishes to implement, Eastern reserves the right to re-quote the necessary services.
- Eastern does not provide any warranty regarding, and is not liable for, any third party or Woodridge School District 68 software, documentation, equipment, tools or other products or materials, even if recommended by Eastern.
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Woodridge School District 68.

3.6 MUTUAL RESPONSIBILITIES

In support of the Services provided hereunder, Eastern and Woodridge School District 68 shall:

- Woodridge School District 68 will respond to requests by Eastern Computer Exchange and its employees working on this project in a timely manner as to complete the engagement by our estimated completion schedule per the planning phase.
- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction.
- Support and provide representation at these meetings, which will cover performance status update, schedule update, pending changes, open issues and action items.
- Support project issue and tracking resolution, by using the Eastern Project Issue Report to track and review issues.
- Coordinate any change to this SOW (whether cost impacting or not) with Woodridge School District 68 Project Sponsor and process them using the Eastern Project Change Request Form (Sample Form supplied at the end of this SOW).

3.7 OUT OF SCOPE

Eastern is responsible for performing only the Services described in this SOW. All other services are considered outside the scope of this SOW. If Woodridge School District 68 wishes to modify the Services, Woodridge School District 68 must comply with the change procedures described in the Change Procedures section.

- Any services not listed in Project Scope.
- Physical installation, racking, stacking, or physical cabling of any server, storage, or network hardware.
- Migration or reconfiguration of proprietary VMware appliances (e.g., vCenter, VxRail manager, vCLS nodes).
- Upgrading, refactoring, or troubleshooting the internal software, databases, or legacy operating systems running inside the virtual machines.
- Physical decommissioning, destruction, or recycling of the legacy Dell VxRail hardware.

3.8 DURATION OF SERVICES

The actual duration will be defined at project kickoff. Eastern estimates that the project will be completed within twelve (12) weeks after Kick-Off of this engagement. If the duration of this project is expected to extend beyond thirteen (13) weeks, due to reasons beyond the control of Eastern, a Change Order will be submitted.

Hours and/or services can be added via signed Change Order or via written email approval to Eastern's support account team.

3.9 DELAYS

In order to successfully complete each initiative, each party shall bring delay issues to the attention of other's management and the Project team as soon as they are identified.

3.10 LOCATION

This project will be executed onsite and offsite. If Woodridge School District 68 requires a different delivery model, the fees, expenses, scope of work and/or Deliverables specified herein are subject to modification in accordance with the Change Process specified in this document. If Woodridge School District 68 does not authorize such change(s) in accordance with the Change Process, Woodridge School District 68 and Eastern agree that Eastern's standard delivery model will apply for the Services.

The Woodridge School District 68 facilities where the onsite services will be performed are located at:

- 7925 Janes Avenue, Woodridge, IL 60517

However, Eastern shall have the option of performing appropriate portions such as planning and documentation at an Eastern selected location (the "Eastern site").

4. CONTACTS AND CHANGE PROCESS

All contacts identified in this Section may be changed by written notice to the other party.

4.1 PROJECT CONTACTS

Refer to the following table for the Eastern and Woodridge School District 68 primary contacts and the method to contact them.

Table 1. Primary Contacts

	Eastern Contact	Woodridge School District 68 Contact
Name	Arthur Gousby	Michael Feeley
Title	Sr. Project Manager	
Office Number		630-795-6800
E-mail Address	arthurgousby@ecei.com	feeley@woodridge68.org

4.2 CHANGE PROCEDURES

A project change could be a result of an alteration to the project scope, implementation approach, changes to roles and responsibilities of resources, project timings or any other project changes that could change the overall risk to the project.

Some examples that could trigger a project change are:

- Grabs/Dell Technologies Reports are not delivered to Eastern or Dell Technologies when required or are incomplete.
- Power is not available at the facility or is insufficient.
- Woodridge School District 68 resources anticipated to be available 50% of the time are only available 25% of the time.
- Requested information is not supplied within the requested timeframe.
- A documented assumption deemed to be true was later found out to be incorrect.

Project changes may result in an increase or no change to project cost and/or duration. Regardless, a project change represents a change to previously agreed upon aspect of the project, and therefore, must be documented and accepted by both Woodridge School District 68 and Eastern.

4.2.1 PROCESS

Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of the SOW. Eastern shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Woodridge School District 68 and Eastern agree in writing to the proposed change in a fully-executed Project Change Request form.

The Eastern Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (Eastern or Woodridge School District 68) notifies the Eastern Primary Contact who will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- Acknowledge receipt of the Change Request.
- Conduct an initial Impact Assessment to determine the effects, if any on the Service's schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the Services schedule or

costs, Eastern shall obtain Woodridge School District 68 approval before performing the Change Request analysis.

- Report the Change Request status in the Progress Reports.
- Fees for Change Requests will be assessed based on level-of-effort and additional resources required.

4.2.2 REVIEW AND APPROVAL

If both parties approve a full Change Request analysis, Eastern shall prepare a Project Change Request Form detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final Project Change Request Form containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

- Implementation without adjusting current cost or delivery schedule
- Implementation with impact to Woodridge School District 68 cost of delivery schedule
- Recommendation as a follow-on project

If Eastern finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

Eastern reviews the Project Change Request Form with Woodridge School District 68. After that review, the Eastern will mark it as "accepted" or "withdrawn" and each party will sign the Project Change Request Form. If "accepted", Eastern will revise the Services to include the agreed change(s) and the Eastern invoices will be updated in accordance with the Project Change Request Form.

5. WORK HOURS AND REPORTING

5.1 WORK HOURS

The planned maximum hours for the Services identified in this document are 40 hours/week (excluding Eastern and local holidays). Eastern personnel will not work more than 40 hours in a work week without joint agreement between Woodridge School District 68 and Eastern. Per Customer requirements Eastern will perform the equipment upgrades outside of normal business hours (M-F 8:00 am to 5:00 pm local time).

6. PROJECT FEES AND PAYMENT

6.1 COMPLETION CRITERIA

Unless specifically stated otherwise, acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

6.2 FEES AND INVOICING

The total fixed-fee for the Services identified in this SOW is **\$13,675.00 (USD\$)** (exclusive of travel and related expenses), and will be billed based on the schedule noted in Table 2. Milestone / Event Schedule.

Any services or tasks requested by Woodridge School District 68 that fall outside of scope of this SOW will be delivered on a Time and Materials (T&M) basis at a rate of USD \$225 per hour, subject to prior Woodridge School District 68 approval.

Eastern will invoice Woodridge School District 68 for the entire fixed fee stated above upon signature of the SOW, and Woodridge School District 68 shall pay the invoices, and receipt of same shall be no later than net thirty (30) days from invoice date, in addition to any other payment obligations for Services.

Eastern shall invoice Woodridge School District 68 in accordance with the information provided in the following Schedule.

Table 2. Milestone / Event Schedule

Milestone / Event	*Amount Due USD \$
1. SOW Signature – Project Start (MCF) – 50%	\$6,837.50
2. Completion of Work (PCF) – 50%	\$6,837.50
Total	\$13,675.00

*Taxes, if applicable per local County/City/State tax code jurisdiction for mutually agreed completed services delivered, will be applied and invoiced separately from Total Price of Services.

Eastern uses a standard Milestone Completion Form (MCF) as the basis for all Services invoicing. If Woodridge School District 68 signs the MCF, or does not file a written notice outlining any issues with work performed within seven (7) calendar days after receipt of the MCF, the Services shall be deemed accepted. Eastern is authorized to issue the applicable invoice upon delivery of a signed MCF or seven (7) calendar days after Woodridge School District 68 has received the MCF.

6.3 EXPENSES

Travel and related expenses incurred by Eastern in performing the Services at the Location(s) as listed in Section 3 above are excluded from the stated fees.

7. TERMS & CONDITIONS

7.1 NON-SOLICITATION OF EMPLOYEES

During the term of this SOW and continuing through the first anniversary of the termination of this SOW, neither party shall actively solicit any employee of the other party who has performed any material work under this Agreement, and with whom the hiring party has had direct contact under this SOW, without the other party's written consent. Notwithstanding the foregoing, neither party shall be precluded from (i) hiring an employee of the other party who independently approaches the party, or (ii) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on web sites for general circulation.

7.2 PROPRIETARY RIGHTS

As between Eastern and Woodridge School District 68, all patents, copyrights, trade secrets, methodologies, ideas, inventions, concepts, know-how, techniques, or other intellectual property developed or provided by Eastern are and remain Eastern property ("Eastern Proprietary Rights"). All written reports, analyses and other working papers delivered by Eastern to Woodridge School District 68 in the performance of Eastern's obligations under this SOW ("Work Product"), exclusive of any Intellectual Property Rights embodied therein, belong to Woodridge School District 68. As used herein, "Intellectual Property Rights" means (by whatever name or term known or designated) copyrights, trade secrets, trademarks patents, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals and extensions of such rights. Nothing herein shall preclude Eastern from developing, using or marketing services or materials that are similar or related to such Work Product.

7.3 WOODRIDGE SCHOOL DISTRICT 68 FURNISHED MATERIALS

Any tangible materials furnished by Woodridge School District 68 for use by Eastern remain Woodridge School District 68 property. All such materials shall be returned to Woodridge School District 68 upon receipt in full by Eastern of the applicable payment. Woodridge School District 68 shall defend at its expense, and indemnify Eastern against any costs and any award or settlement of damages resulting from a claim that any materials provided by Woodridge School District 68 to Eastern infringe or misappropriate the intellectual property rights of any third party.



7.4 WORK PRODUCT LICENSE

Upon Woodridge School District 68's payment in full for Work Product, and to the extent that Eastern's Proprietary Rights are contained in the Work Product, Woodridge School District 68 is licensed to use such Eastern's Proprietary Rights internally, for the purpose for which the Work Product was provided, on a non-exclusive, non-transferable, royalty-free, worldwide basis. Woodridge School District 68 shall not sublicense or otherwise transfer to any third party any Eastern's Proprietary Rights. Other than as provided herein, Woodridge School District 68 may not modify, alter, create derivative works, decompile, disassemble, or reverse-engineer the Work Product.

7.5 SOFTWARE LICENSE

If Woodridge School District 68 is granted a license to use software in conjunction with this SOW (a "Project License"), such shall consist solely of a non-exclusive, non-transferable and non-sublicensable right to use such software only in direct connection with the applicable SOW. The term of the Project License shall start on delivery of the software and expire one (1) year thereafter, or on completion of the SOW, whichever occurs first.

7.6 CONFIDENTIALITY

Definition - "Confidential Information" shall mean any and all information or materials provided by one party to the other which are in tangible form and labeled "confidential" or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and are followed up within two (2) weeks in a tangible form that is appropriately labeled, or any other information, observed when at a facility of the other or a third party, that are reasonable business person would understand to be not publicly available, but shall not include information or materials that (i) were, on the Effective Date, generally known to the public; or (ii) become generally known to the public after the Effective Date other than as a result of the act or omission of the receiving party; or (iii) were rightfully known to the receiving party prior to that party receiving same from the disclosing party; or (iv) are or were disclosed by the disclosing party to a third party generally without restriction on disclosure; or (v) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (vi) are independently developed by the receiving party.

Confidential Information – The receiving party shall protect the other's Confidential Information for three (3) years after receipt thereof, by means of the same standard of care as used by the receiving party to protect its own information of a similar nature and importance, and no less than reasonable care. The receiving party shall use Confidential Information only to fulfill its obligations or to exercise its rights hereunder, and shall disclose Confidential Information only to those persons in its organization who have a need to know such Confidential Information in the performance of their duties in connection herewith and who are bound by a written agreement to protect the confidentiality of such Confidential Information, and will promptly report to the disclosing party any actual or suspected breach hereof.



Neither party will publicize the terms of this Agreement or use or make reference to the other party's name, artwork (for example, logo), trademark(s), or trade name(s), or those of its affiliates or subsidiaries, in connection with any publication, promotional or advertising materials without the other party's prior, written consent. If the Woodridge School District 68 provides such written consent, then the Consultant must comply with Woodridge School District 68's logo guidelines.

7.7 WARRANTY

7.7.3 WORK PRODUCT LICENSE

Eastern shall perform the Services hereunder in a workmanlike manner in accordance with generally accepted industry standards. Woodridge School District 68 must notify Eastern of any failure to so perform within ten (10) days after the date on which such failure first occurs. Eastern's entire liability and Woodridge School District 68's sole remedy for Eastern's failure to so perform shall be for Eastern to, at their option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the SOW and refund that portion of any fees received that correspond to such failure to perform.

7.7.4 DISCLAIMER AND EXCLUSIONS

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, EASTERN PROVIDES SERVICES "AS IS" AND MAKE NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

7.8 LIMITATIONS OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED UNDER WARRANTY, Eastern's TOTAL LIABILITY AND Woodridge School District 68's SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY IN TORT, THAT ARISES OUT OF OR IN CONNECTION WITH SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY Eastern 'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED AN AMOUNT EQUAL TO THE PRICE PAID BY Woodridge School District 68 TO Eastern FOR SERVICES RENDERED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF

PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7.9 INDEPENDENT CONTRACTORS

The parties shall act as independent contractors for all purposes under this SOW. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

7.10 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the terms of this Statement of Work and the terms of any other agreement allocating ownership of Intellectual Property Rights in connection with the services provided hereunder, including but not limited to the Agreement as such may be defined herein, the terms of this Statement of Work shall prevail.

7.11 ASSIGNMENT

This Agreement may be assigned to any parent, subsidiary, or affiliate of Woodridge School District 68, or to any company which is the successor to all or substantially all of the business of Woodridge School District 68, without the consent of Eastern.

8. AUTHORIZATION

This Statement of Work # ECE-WSD-16589-051126-01 is the complete and exclusive agreement between Eastern and Woodridge School District 68 with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the consulting and implementation services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Woodridge School District 68.

All parties hereby acknowledge that they have read and do understand this SOW and all attachments hereto and agree to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties have caused the Statement of Work to be signed on the respective dates indicated below.

Acceptance of Statement of Work - ECE-WSD-16589-051126-01	
For Eastern Computer Exchange, LLC.	For Woodridge School District 68
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____
Date _____	Date _____

9. REQUIRED PROJECT CHANGE REQUEST FORM

Eastern Computer Exchange, LLC. Project Change Request

Project Change Request			
Customer:		Request Date:	
Project Name:			
Change Request No:		Requestor Name:	
Description of Request(s) and Impact to Project Cost:	[DESCRIPTION OF CHANGE(S)]		
Specification of Changes			

[ADD DETAILS OF CHANGE(S)]

Acceptance of Change			
Eastern Computer Exchange, LLC.		Woodridge School District 68	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	