



Statement of Work

This Statement of Work ("SOW") is entered into as of 7/1/2023 ("Effective Date") by and between IncWorx, Inc. d/b/a IncWorx Consulting, an Illinois corporation ("IncWorx") with principal offices located at 1901 N. Roselle Road, Suite 800, Schaumburg, IL 60195 and Alameda Unified School District ("Client") with principal offices located at 2060 Challenger Dr, Suite 300, Alameda, CA 94501. This SOW is subject to the terms and conditions of the Master Services Agreement ("Agreement") dated 01/01/2017.

1. Scope of Services. IncWorx offers consulting and support services ("Services") to assist Clients with their use of various Microsoft, and other third-party vendor, software and services ("Supported Products"). The Services are provided on a subscription basis for the specified Service Period (as such term is defined in Section 3.1).

1.1 Package Types. The Services are offered in different package types, including (i) "Professional" and (ii) "End User". Services covered under this SOW are for the Package specified in Section 5.

1.1.1 Professional Package Details.

- a. Service Hours: 9am-5pm
- b. Response Time SLA: 4 hours
- c. Communication Options: Web Ticketing System, Email, Phone
- d. Support Areas: Administration, Development, Advisory, End User
- e. Supported Products: SharePoint, Office 365, .NET, SQL Server, Azure SQL, Microsoft Teams, Delve, Forms, OneDrive, Skype for Business, Stream, Sway, Yammer, PowerApps, Power Automate/Flow, Power BI, Windows Server, Active Directory, Azure PaaS, Azure IaaS (IncWorx may, at its sole discretion, provide support under this SOW, at Client's request, for additional products not listed herein)

1.1.2 End User Package Details.

- a. Service Hours: 9am-5pm
- b. Response Time SLA: 4 hours
- c. Communication Options: Web Ticketing System, Email, Phone
- d. Support Areas: End User
- e. Supported Products: SharePoint, Office 365, Microsoft Teams, Delve, Forms, OneDrive, Skype for Business, Stream, Sway, Yammer, Azure Active Directory (IncWorx may, at its sole discretion, provide support under this SOW, at Client's request, for additional products not listed herein)

2. Fees and Payments.

2.1 Setup Fee. A one-time fee in the amount specified as Setup Fee in Section 5 shall be invoiced upon execution of this SOW and is due prior to work commencing.

2.2 Service Fees. Client shall be invoiced the amount specified as Monthly Cost in Section 5 on a monthly basis for the length of the Service Period. Invoices will be sent approximately thirty (30) days before each month of service and are due and payable within thirty (30) days from the date of each invoice.

2.3 Early Depletion of Hours. In the event Services are utilized to the extent that five percent (5%) or fewer total hours remain for the then-current Service Period, the entire remaining balance of this SOW shall be invoiced and due within

thirty (30) days from the date of the invoice. Any unused hours will continue to remain available for Services through the end of the then-current Service Period.

2.4 Rate Increase. Service fees are subject to change upon each Service Period renewal. Client will be notified of any such change in fees with at least sixty (60) days advance notice of any such renewal with the option to cancel in accordance with the terms set forth in Section 3.1. The rate increase for the forthcoming Service Period shall not exceed eight percent (8%) of the then-current Service Period.

2.5 Non-refundable. All fees under this SOW are non-refundable.

3. Term and Termination.

3.1 Term. IncWorx will provide Services for an initial term specified as Service Period Duration in Section 5, and such initial term will be renewed automatically for subsequent periods of equal duration (each a "Service Period") and will continue without renewal notice until either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Service Period. Service begins on the date specified as Services Start Date in Section 5.

3.1.1 Early Renewal. In the event all hours are depleted early for the then-current Service Period, Client is subject to the terms as set forth in Section 2.3, and may, at its sole discretion, renew early with a Services Start Date of no later than the first day of the month immediately following the month in which all contract hours are depleted.

3.2 Termination. Client acknowledges that the cost of this SOW is based on the full contract term as negotiated between IncWorx and Client. Accordingly, there shall be no early termination by Client without Client first providing IncWorx with prior written notice of an alleged breach of this SOW, and IncWorx subsequently failing to remedy the alleged breach within thirty (30) business days of the receipt of written notice. Early termination for any other reason, or failure to pay as agreed, shall result in acceleration of this agreement and the full remaining value of this SOW shall be invoiced and due within fifteen (15) days from the date of the invoice. Client will not receive a refund for any partial Service Periods or unused hours. Client agrees to pay any outstanding balance in full within fifteen (15) days of cancellation or termination of this SOW.

3.2.1 Termination Notice. Client's written notice of cancellation, intent not to renew, or termination of this SOW must be sent by: (i) email to notice@incworx.com; or (ii) letter via certified mail to the following address: IncWorx, Inc., 1901 North Roselle Road, Suite 800, Schaumburg, Illinois, 60195, Attn: Subscription Termination.

3.3 Suspension of Services. IncWorx may, at its sole discretion, suspend delivery of Services under this SOW due to Client's failure to pay as agreed for Services under this SOW. Failure to remit payment within thirty (30) days from an invoice due date will result in automatic termination of this SOW effective immediately and in accordance with the terms contained in Section 3.2.

4. Delivery of Services. Services under this SOW shall be delivered by IncWorx remotely unless otherwise agreed to in writing by both parties. Any time spent for consulting, planning, research, investigation, discovery, meetings, phone calls, testing, documentation, and any other activities performed for Services under this SOW shall be deducted from the total hours purchased for the then-current Service Period in minimum thirty (30) minute increments. Any hours remaining upon expiration of a Service Period, or termination of this SOW, shall expire.

4.1 Guaranteed Capacity. Client is guaranteed a minimum monthly delivery capacity of Services equal to the lesser of (i) the amount specified as Monthly Hours Available under Section 5 or (ii) the total hours remaining for the then-current Service Period. The ability for IncWorx to provide services beyond the guaranteed minimum within any given month is subject to resource planning and availability for which there is no guarantee and is at the sole discretion of IncWorx. As an example, purchasing forty (40) hours per month means IncWorx will be available to provide at least forty (40) hours of service under this SOW each month. IncWorx will make every reasonable effort to accommodate additional hours as needed.

4.2 Service Requests. Client shall submit service requests to the IncWorx Service Team at help@incworx.com to report problems, inquire on the status of covered maintenance or have tickets created and assigned for consulting assistance. Additionally, requests may be submitted via phone call or directly through the IncWorx Ticketing System at <https://help.incworx.com>.

4.3 Service Coverage. Service Coverage Hours span from 9:00AM - 5:00PM Client's local time zone, Monday through Friday, excluding holidays.

4.4 Service Response Time. During Service Coverage Hours there is a 4-hour response time SLA for all incidents and requests. This SLA defines the time from when a Service Request is made to when IncWorx contacts Client and begins work on the Service Request.

4.5 Escalation. Should Client need to escalate an incident or other situation to IncWorx, that escalation should be made to escalate@incworx.com.

4.6 Reports. Client has the option to receive monthly detailed reports of hour usage. The report will provide information regarding the consultant, hours utilized, and work completed.

4.7 Remote Services. All services will be provided remotely through email, phone calls, screen share, and video conferencing, unless otherwise agreed upon in writing by both parties.

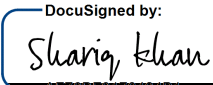
5. Purchase Summary. The following is a summary of the services included in this SOW.

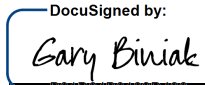
Package	Professional
Services Start Date	7/1/2023
Service Period Duration	12 Months
Total Hours Purchased	120
Monthly Hours Available	10
Setup Fee	\$0
Monthly Cost	\$2,250

IN WITNESS WHEREOF, the undersigned have caused this Statement of Work to be executed by their duly authorized representatives with effect as of the date first above written.

By: Alameda Unified School District

By: IncWorx Consulting

Signed:  DocuSigned by:
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Signed:  DocuSigned by:
B81D64B8182D436...

Name: Shariq Khan

Name: Gary Biniak

Title: Asst. Sup. - Business Services

Title: CEO

Date: 6/20/2023

Date: 6/22/2023