



STATEMENT OF WORK # 2 NETWORK SWITCHING PROJECT

This Statement of Work #2 is entered into by Data Path, Inc. (“**Consultant**”), and Sylvan Union School District (“**Customer**”) pursuant to that certain Professional Services Agreement between the parties, dated as of April 1, 2019 (“**Agreement**”). This Statement of Work shall have no effect separate and apart from the Agreement, and all capitalized terms used herein without definition will have the same meanings as specified therefor in the Agreement. Consultant and Customer agree as follows:

Deliverables:

Equipment:

- See Statement of Work # 2, Attachment A, Sections “Switches”, “Accessories”, “Licensing and Support” on Datapath Quote #015456, Version 5

Services:

- See Statement of Work # 2, Attachment A, Section “Services” on Datapath Quote #015456, Version 5

Timeline:

- Equipment order will be placed within 3 business days following the issuance of the Purchase Order from Customer
- Equipment shall be installed by February 29, 2020
 - o Timelines assume Consultant is given reasonable access to the Customer’s facilities to perform the work. Consultant will work with Customer to minimize disruption to staff and students wherever possible during the project.

Exclusions:

- Consultant is not responsible for:
 - o Disposal of any e-waste.
 - o Disposal of equipment packaging
 - o Network cabling

Fees:

- See Statement of Work # 2, Attachment A, Section “Quote Summary” on Datapath Quote #015456, Version 5



Project Manager/Primary Contact

The Project Manager, currently assigned to Customer, is:

Mark Fabela

Project Manager

mfabela@mydatapath.com

(209) 312-9807 – Direct Work #

(209) 604-1524 – Direct Cell # (Textable)

Account Manager/Secondary Contact

The account manager, currently assigned to Customer, is:

Orion Potts

EDU Account Manager

opotts@mydatapath.com

(209) 661-4714 – Direct Work #

(209) 568-6227 – Direct Cell # (Textable)

Term

This Statement of Work is contingent on School Board approval and shall commence on December 19, 2019.

The Parties recognize that the funding for the aforementioned Statement of Work will be provided through third-party financing. District's financial obligation under this Statement of Work shall not take effect unless such funding becomes available, and the products are delivered to, and accepted by the District.

CUSTOMER

SYLVAN UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

CONSULTANT

DATA PATH, INC.

BY:  _____

NAME: JAMES BATES _____

TITLE: CO-FOUNDER & COO _____

ADDRESS: 318 McHenry Ave _____

Modesto, CA 95345 _____