



## **STATEMENT OF WORK # 3** **SYLVAN MITEL PHONE SYSTEM PROJECT**

This Statement of Work #3 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 # 3, Attachment A, Sections “Equipment”, “Licensing and Support”, “Accessories” on Datapath Quote #015492, Version 2

#### **Services:**

- See Statement of Work # 3, Attachment A, Section “Services” on Datapath Quote #015492, Version 2

#### **Timeline:**

- Equipment order will be placed within 7 business days following the issuance of the Purchase Order from Customer
- Equipment shall be installed by March 31, 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
  - o Extension of any phone line cabling as may be needed to reach equipment
  - o Physical Mounting of phone to walls  
(not required – only if Customer prefers phones to be mounted to wall)

#### **Fees:**

- See Statement of Work # 3, Attachment A, Section “Quote Summary” on Datapath Quote #015492, Version 2

#### **Refund:**

- Consultant to refund Customer a total, including tax, of \$392.67 to adjust price per each for:
  - o SKU #60047, Qty 14 to \$65/each from \$78/each on Quote #015492, Version 2
  - o SKU #10223, Qty 14 to \$65/each from \$78/each on Quote #015492, Version 2

**Project Manager/Primary Contact**

The Project Manager, currently assigned to Customer, is:

Marco Lynn

Project Manager

[mlynn@mydatapath.com](mailto:mlynn@mydatapath.com)

(209) 312-9814 – Direct Work #

(209) 604-9501 – Direct Cell # (Textable)

**Account Manager/Secondary Contact**

The account manager, currently assigned to Customer, is:

Orion Potts

EDU Account Manager

[opotts@mydatapath.com](mailto: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