



STATEMENT OF WORK: WINDOWS 11 UPGRADE PROJECT



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Overview

This Statement of Work is made this 18th of July 2025 ("Effective Date"), by and between Glass Box Technology Inc., with its principal office located at 2855 Camino Serbal, Carlsbad, CA 92009 (hereinafter referred to as "Glass Box") and the City of Fullerton, Inc. with its principal place of business at 333 West Commonwealth Avenue, Fullerton, CA 92832 (hereinafter referred to as "City of Fullerton").

The City of Fullerton has retained Glass Box to upgrade all eligible devices to a new Windows 11 image for the City of Fullerton. This Statement of Work will encompass the full implementation and operationalization of the project (design, build, test, deploy). Glass Box will provide all related roles to complete the scope of work.

Scope of Services

PROJECT IMPLEMENTATION SCOPE

- Design and build a new Windows 11 image to be used across the city and upgrade all eligible organizational devices from Windows 10 to Windows 11
- Identify all users and devices that will be part of the deployment
- Develop migration strategy based on device readiness and user profiles
- Identify and mitigate application compatibility risks through testing, and packaging
- Pilot to validate user experience, application stability, and performance benchmarks
- Align Windows 11 rollout with enterprise cybersecurity policies, (e.g. patching schedules, and compliance)
- Integrate Windows 11 deployment with existing cloud management platforms (e.g., Intune, SCCM, Autopilot) for policy control and remote provisioning
- Implement change control records and project communications
- Identify and complete all IT support documentation related to support identifying all new procedures for presentation to the Help Desk
- Close the project and transition to Fullerton IT Operations
- Maintain all project controls including project schedule, budget, Issues and Risk

City of Fullerton Responsibilities

City of Fullerton will provide the following items so that Glass Box may complete the outlined scope of work effectively:

- Access to personnel required for requirements, configuration, testing and deployment activities:
- Documentation on personnel, policies, technology, and processes as needed

Cost and Resources

Service Description	Estimated Total Cost
Design, Build, Test & Implementation	\$187,857
Contingency	\$10,000
Total	\$197,857

*Plus, reasonable expenses, which include but are not limited to out-of-town travel, meals and lodging, photocopies, and printing, per diem based on GSA schedules and applicable taxes.

Payments are due 30 days after invoice date.

Additional Information

- Pre-Scheduled Work is when City of Fullerton notifies Glass Box at least three business days in advance of date/time
- Glass Box makes no guarantee that resources will be available to respond to emergency requests. Unscheduled requests will be handled using commercially reasonable efforts only.
- Normal Business Hours (NBH) are defined as Monday through Friday 8am-5pm, except for Glass Box holidays.
- A minimum of four hours shall be charged for any work done onsite.
- A minimum of one hour shall be charged for any work done remotely.
- All work shall be billed in 30-minute increments after any minimums have been applied.
- All materials used shall be billed separately.
- Services rendered will be deducted from the posted purchase order. Any purchase order issued under this SOW shall expire within one (1) year of issuance.
- Regular statements of the balance of the agreement will be provided. When the balance has been depleted, further Services are conditioned on CITY OF FULLERTON issuance of a new purchase order under this SOW. A new agreement or change request is not required unless Glass Box pricing has changed

Period of Supplier Performance

Commencement and Completion dates represent a proposed one-year term; actual term will be from the date of the purchase order until the expiration of the last purchase order issued hereunder. Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination,

Glass Box will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event City of Fullerton cancels any Services with less than one (1) week prior notice, City of Fullerton shall reimburse Glass Box for any non-refundable expenses incurred in preparation for such cancelled Services.

Fees and Payment

- The pricing in this SOW is valid for 60 days from delivery to City of Fullerton.
- City of Fullerton shall pay, in accordance with the relevant terms and conditions of the agreement, a fee for Glass Box's performance of services for the project.
- Except pursuant to a City of Fullerton request, City of Fullerton will only be billed for services rendered, with prior City of Fullerton approval. Under no circumstances shall any purchase order furnished by City of Fullerton be construed as a minimum purchase commitment on the part of City of Fullerton.
- Payments are due to Glass Box within 30 days after City of Fullerton receipt of an invoice against this agreement.

Disclaimer

- Glass Box will not be liable for any failure to perform the services, to the extent that the failure is caused by City of Fullerton lack of cooperation.
- Glass Box will not be held responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of City of Fullerton.
- Glass Box will not be held liable for software license compliance. Software license compliance is between City of Fullerton and the software company.
- Glass Box will not be held for additional work not listed in the SOW. An addendum must be written and approved by both Glass Box and City of Fullerton before additional work can be started.
- Glass Box will not be held responsible for delays or failures to perform hereunder due to causes beyond its reasonable control (including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes.)
- Glass Box will not be held responsible for delays or failures to perform related to custom configured or specialized hardware or software needing modification by the manufacturer.
- Glass Box will not be held responsible for delays or failures to perform related to data conversion being performed by custom configured or specialized software manufacturer.
- City of Fullerton represents and warrants that it has all right, title and interest in and to any data furnished in connection with the services and/or that it has obtained all necessary consents, permissions and releases necessary for Glass Box to perform its obligations under this SOW.

The quote is effective as of the last signature date below. All other terms of the prior Agreement shall remain the same.

Each Party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this SOW was executed, a mutually agreeable written change-order describing the additional work and any related expenses will be required.

This SOW must be signed and returned before work can begin. Please sign and return to Glass Box.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client: **City of Fullerton, Inc.**

Glass Box Technology, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____