The following are general customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services under a Quotation. The terms below are applicable only as appropriate for the specific services stated in the Quotation and/or as otherwise agreed upon between the parties in writing.

Customer Responsibilities

As applicable to the project, Customer shall:

1. Provide timely access to people and information including, but not limited to, the following areas:
   a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
   b. Personnel knowledgeable about the applications that will be running on the systems.
   c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project.
   The above personnel shall be designated in advance and be readily available to the Logicalis consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
2. Ensure all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
3. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points, air conditioning, carrier circuit installation, or other preparation work required to complete the services stated in the Quotation, has been completed prior to the arrival of Logicalis resources.
4. Provide the specified/required floor/rack space, power, and network connectivity for a single timely installation of any new hardware configuration.
5. Identify and have access to the main communications area in the occupied building. Customer shall ensure that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment have been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
6. Assign implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill, and who are authorized to signoff and approve the required parts of the implementation.
7. Unless specifically set forth as a Logicalis responsibility in the Quotation, have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improper labels (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.
8. Provide appropriate work areas for Logicalis resource(s) when they are on-site. This includes, but is not limited to, a quiet work area, telephone access, printer access, internet access, and fax access.
9. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete the project.
10. Ensure that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Logicalis with any information concerning safety issues and/or hazardous material for disclosure to all Logicalis and third-party employees working on the project.
11. Provide all of the necessary support agreements for the software that is needed for the environment.
12. Have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, must be obtained by the Customer.
13. Have all application sources readily available in the event that applications need to be reloaded from scratch.
14. Have finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment required for Logicalis to perform the services. Customer will provide Logicalis with an updated list of all third-party contacts, as well as Customer's assigned project coordinator and all contacts necessary to facilitate the services stated in the Quotation.
15. If not included as part of the project, have performed all required backups and/or data migrations of existing data prior to work being performed by a Logicalis resource(s).

16. If not included as part of the project, have implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.
17. Schedule and facilitate "down-time" for systems and applications during certain periods during the project.
18. If remote access is required, allow VPN connectivity. If VPN connectivity is not permitted, then a Project Change Request may be required.
19. Install any software which Logicalis requires to be installed on Customer's internal systems as part of the services, shall use such software in its internal systems only, and shall use the software internally according to the instructions set forth by Logicalis.
20. Obtain all permits, licenses, and right of ways necessary for the completion of the project, including but not limited to building and city requirements.
21. Communicate any issues or changes to the original project plan and/or the services stated in the Quotation to Logicalis immediately upon discovery.

Project Assumptions

General project assumptions include, but are not limited to, the following (as applicable to the project):
1. The delivery of services will be performed at a Logicalis facility and/or Customer's location specified in the Quotation or provided to Logicalis prior to the commencement of services under the Quotation.
2. Logicalis uses a forty (40) hour workweek as its full-time standard designation, delivered over a five (5) day workweek, including travel to and from Customer's location(s) when applicable. Personnel may work hours other than normal business hours to accommodate their travel schedules and time zones as mutually agreed upon by the parties.
3. At the start of the project and throughout the duration of the project, the Logicalis Project Manager or other appointed personnel shall work with Customer to mutually determine any on-site requirements of non-local resources. During weeks which include Logicalis-observed holidays or during periods when a resource is not required to be on-site full time, the parties will mutually agree upon an alternate full-time work schedule, which may include the resource(s) performing project-related activities remotely.
4. For Logicalis resources performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times.
5. If applicable, travel charges that are included in the Quotation are quoted assuming three (3) weeks' advance notice. All travel expenses that are incurred with less than three (3) weeks' advance notice may be subject to price adjustments.
6. The pricing in the Quotation does not include taxes, if any, which shall be Customer's responsibility.
7. Logicalis assumes Customer will procure and have readily available appropriate hardware, software, licenses for software products, network wiring, patch cords, uplink cables, additional network equipment, and/or features that are applicable to the project which are necessary for work to be completed and to meet project milestones.
8. The project will involve some "knowledge transfer." The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis delivered for the project and to provide a high-level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace manufacturers' formal instructions/classes.
9. Adequate staffing and project management is included in the Quotation. If Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to Customer's schedule must be communicated to the Logicalis Project Manager or other appointed personnel in writing within 24 hours of the change.
10. All communication that affects the technical aspects of the project will be directed through the Project Manager or other appointed personnel.
11. Review meetings will be held at milestone points in the project. These meetings are intended to facilitate discussion regarding project timelines. The availability of Customer's management and support personnel is critical to the project and Customer representation at these meetings is essential.

Should any of the above assumptions prove to be incorrect or incomplete, Logicalis may modify the price, scope of work, or if applicable, project milestones. Any such modifications shall be managed by the Project Change Management Process set forth below.

Resource Scheduling
Within 10 business days of receipt of the signed Quotation, Logicalis will discuss scheduling the delivery of the services.

Limitations
1. For services which are invoiced as a fixed fee engagement, the following shall apply:
   a. Logicalis will invoice Customer based on the milestones stated in the Services - Fixed Fee pricing table in the Quotation.
   b. The fixed fee stated in the Quotation is for work performed during normal business hours (8:00 AM . 5:00 PM, Monday through Friday, local time) unless otherwise identified in the Quotation. Should any work need to be scheduled outside of normal business hours, or on a holiday, such requests will be handled via a Project Change Request, with a fifty percent (50%) uplift to the standard rate. Please see the Project Change Management Process section below for details.
   c. Fixed fee pricing assumes all the work is performed as part of a single project; a delay caused by Customer may increase the price.
   d. In the event Customer decides to cancel the project before its completion, Customer shall be responsible for payment of all fees for services performed through the date of termination and fifty percent (50%) of the remaining balance on the fixed fee, once all completed milestone payments are paid.

2. For services which are invoiced on a time and materials basis, the following shall apply:
   a. Logicalis will invoice Customer for services delivered on the basis of actual hours worked and subject to the minimums and/or limitations defined in the Quotation and/or this document.
   b. The number of hours set forth in a Quotation for delivery of services is only an estimate of the number of hours required to perform the services. If necessary, Logicalis will provide and invoice services beyond those estimated in the Quotation, up to 10% of the hours estimate provided. Should the hours required to complete the services stated in the Quotation exceed 10% of the original estimate, Logicalis will not perform nor invoice overages until such additional services are approved in writing via a Project Change Request. Please see the Project Change Management Process section below for details.
   c. If a Purchase Order is issued for the Quotation, additional hours over the original estimate will not be performed nor invoiced until a Project Change Request is executed and a new/revised Purchase Order is received.

Project Delay Caused by Customer
The delivery of services under the Quotation requires Customer's timely response to requests from Logicalis, including but not limited to the following (as applicable to the project):
- Documentation of systems and/or requirements
- Approval of project requirements
- Completion of assigned project tasks
- Any testing to be performed by Customer
- Signoff of project milestones.

In the event Customer's delay in providing the above referenced items causes unscheduled delays to the project schedule or adversely affects the utilization of Logicalis resources assigned to the project, Logicalis may:
- Following a review of the cause for delay with Customer's assigned project sponsor, place the project "On Hold" until Customer meets its obligations as outlined above.
- Once a project is "On Hold", no additional status calls, reporting, tasks, etc. will proceed until the project is removed from "On Hold" status.

- Once a project is removed from "On Hold" status, Logicalis and Customer will schedule the delivery of the remaining project services. Scheduling will be subject to Logicalis' resource availability.

Project Completion and Acceptance

1. For services which are invoiced as a fixed fee engagement, the services will be considered complete when the scope of work specified in the Quotation is complete.

2. For services which are invoiced on a time and materials basis, the services will be considered complete when either of the following criteria is met:
   a. The scope of work specified in the Quotation is complete, or
   b. The total number of hours of services delivered under the Quotation reaches the number of hours stated in the Services - Time & Materials pricing table in the Quotation.

Customer acknowledges that it has five (5) business days after receipt of the Project Closure and Acceptance (PCA) form to review the deliverables for the project and deliver to Logicalis the signed PCA, or alternatively, a written notification clearly describing a specific project element's failure to meet identified specifications. If Customer does not return the PCA or a written notice of nonconformity within such time period, the project will be deemed accepted on the 6th business day after Customer's receipt of the PCA.

Project Change Management Process

Changes to the project scope may only be made through the following Project Change Management process. In the event either party desires to change the project, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the tasks and activities, deliverables, project price and/or the schedule.
2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
3. Each executed Project Change Request will be incorporated into, and made a part of, the Quotation.
4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

Any Customer and/or third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the Quotation and a subsequent Project Change Request.

In the event of a conflict between a Project Change Request's scope of work and that set forth in the original Quotation, or a previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Freedom of Information

Many of Logicalis' customers are in the public sector and Logicalis recognizes the obligations imposed on its public-sector customers by the United States Freedom of Information Act ("FOIA"). Logicalis' policy is to co-operate with its public-sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers the following information, which may be provided in a Quotation, to be confidential or commercially sensitive, and disclosure of all or part of the information contained in the Quotation may harm Logicalis' commercial interests:

1. Solution Design: The solution has been derived from the intellectual effort, knowhow, and expertise of Logicalis staff and consultants and may contain concepts that are original or innovative. The disclosure of this information to Logicalis' competitors may give those competitors an unfair advantage in competing with Logicalis on future similar projects.

2. Pricing: Disclosure of Logicalisq customer pricing to competitors is likely to give those competitors an unfair advantage in competing against Logicalis on future bids and may reduce the competitiveness of future tenders.

3. Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalisq commercial interests by assisting competitors in competing for business from those customers.