

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

This document ("GCR") establishes the general customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services under a Quotation and/or Statement of Work ("Offer Document"). The terms herein are intended to supplement and add to the service delivery terms stated in the Offer Document and shall apply unless otherwise set forth in the Offer Document. A capitalized term used but not defined herein shall have the meanings ascribed to it in the Offer Document. In the event there is a conflict or inconstancy between the terms stated in the Offer Document and the terms in this GCR, the terms and conditions of the Offer Document shall prevail and govern.

General Customer Responsibilities

Customer shall:

1. Provide and/or make available to Logicalis:
 - a. all technical information and data networks necessary to perform the Services and ensuring that such information is at all times accurate and complete;
 - b. access to all supplies, computer system(s), and networks necessary to perform the Services;
 - c. the specified/required floor/rack space, power, and network connectivity for a single timely installation of any new hardware configuration;
 - d. access to, including all necessary security access, to the facilities, sites, and locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete the project;
 - e. obtain all necessary rights, permissions, and consents associated with the technology or data (including personal data) that Customer provides to Logicalis, software or other components that Customer directs Logicalis to use with, install, or integrate as part of the Services.
 - f. all of the necessary support agreements for the software that is needed for the environment; and
 - g. an updated list of all third-party contacts and contact information for the individuals Customer has assigned to the project as set forth in #2 below.
2. Make available and assign individual(s) responsible for each of the items listed in #1 and, including, but not limited to, the following areas:
 - a. A project manager or primary point of contact responsible for facilitating the project communications, customer resource allocations, information sharing, authority to resolve escalations and problem resolutions, and who will otherwise serve as a lead to facilitate the services.
 - b. Project Change related information.
 - c. Customer personnel knowledgeable about the systems, network administration, and applications that will be running on the systems.
3. Grant to, and/or represents and warrants to Logicalis that, the individual(s) or contact(s) designated by Customer in Section 2(a)-(c) above have the authority to act on behalf and bind the Customer to: (i) accept contract milestones/deliverables; (ii) agree to a project schedule(s) (if not already set forth in the Offer Document); (iii) provide project signoff/acceptance; and (iv) request, approve, and sign Project Change Requests. Such contacts shall be designated in advance and be readily available to the employees and resources of Logicalis and that of its subcontractors and consultants ("Logicalis Personnel"). To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
4. Ensure all sites are ready for equipment delivery and Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging, installation, and any Logicalis tools or equipment.
5. 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 Offer Document, has been completed prior to the arrival of Logicalis Personnel.

6. Identify and have access to the equipment and areas located in the building that Logicalis requires to perform the Services. 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.
7. Unless specifically set forth as a Logicalis responsibility in the Offer Document, 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 Project Change Request tone/test and/or a Project Delay Fee.
8. Ensure that the project site and work environment is free of hazardous materials and any unsafe or dangerous conditions. Customer shall identify the locations of any hazardous materials or substances located on the premises and shall provide Logicalis information concerning dangerous conditions, safety issues and/or hazardous material or substances located on the premises so that Logicalis can disclose such information to the Logicalis Personnel.
9. 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.
10. Have all application sources readily available in the event that applications need to be reloaded from scratch.
11. Have in-force, executed contracts with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment required for Logicalis to perform the services.
12. If not included as part of the scope of work stated in the Offer Document:
 - a. have performed all required backups and/or data migrations of existing data, software, and program on all affected systems prior to and during work being performed by Logicalis Personnel; and
 - b. have implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.
13. Coordinate with Logicalis to schedule and facilitate 'down-time' for Systems and applications during certain periods during the project.
14. If remote access is required, allow direct remote access connectivity.
15. Install any software that Logicalis requires to be installed on Customer's internal systems as part of the services and at all times only use such software in its internal systems only and according to the instructions set forth by Logicalis.
16. Obtain all permits, licenses, and right of ways necessary for the completion of the project, including but not limited to building and city requirements.
17. Communicate any issues or request changes to the original project plan and/or the services stated in the Quotation to Logicalis immediately upon discovery.

General Project Assumptions

In addition to the project assumptions (usually technology or solution related) set forth in the Offer Documents, if any, the general project assumptions include, but are not limited to, the following:

1. The delivery of services will be performed remotely at a Logicalis facility and/or on premises at Customer's location as may be further set forth in the Offer Document. Unless otherwise agreed in an Offer Document, Logicalis may, as determined in its sole discretion, deliver all or part of the services remotely. Customer shall provide Logicalis with direct remote access (VPN) to perform the services remotely. If VPN connectivity is not permitted, then a Project Change Request may be required.
2. Logicalis uses a standard Workday and a forty (40) hour workweek as its full-time standard designation, delivered Monday through Friday, excluding weekends and public holidays. The term "Workday" used herein means an 8-hour day between the hours of 8:00 am and 5:00 pm, local time, Monday through Friday, excluding weekends and public holidays.
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 schedule 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 Personnel performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times. Customer agrees Logicalis shall not have unescorted access unless otherwise stated in the Offer Document.
5. The expectation is that the project site will be free from any unsafe and free from any hazardous materials or dangerous conditions. If Logicalis encounters any hazardous materials or substances or any dangerous condition it may immediately stop work and Customer shall abate such materials or conditions before Logicalis is obligated to proceed. In such cases, the Limitations and General Conditions stated below shall apply. Notwithstanding the foregoing, Logicalis may refuse to provide Services if, in its opinion, providing the Service creates an unreasonable risk to Logicalis Personnel or if any requested service is beyond the scope of Service.
6. 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 on time.
7. Customer has obtained permission for both Customer and Logicalis to access and use the Systems and the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Logicalis is required to perform the Services.
8. If the scope of work includes some 'knowledge transfer', then 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. Such knowledge transfer is not intended to replace manufacturers' formal instructions/classes.
9. Logicalis Personnel allocations have been adequately and specifically designed for the scope and timeline set forth in the Offer Document. If Customer requests for Logicalis to accelerate the timeline for performance or the Schedule, and Logicalis determines, in its sole discretion, that additional Logicalis Personnel and/or work performed outside of the Workday or defined standard hours of work stated in the Offer Document is necessary to meet the requested project timeline, a Project Change Request signed by both parties is required prior to the revised timeline taking effect.
10. Project planning and/or review meetings will be scheduled on a mutually agreed cadence. The availability of Customer's management and support personnel is critical to the project and Customer representation at these meetings is essential and required. Lack of engagement by Customer's personnel may impact the ability to obtain necessary knowledge sharing, scheduling of upcoming tasks, milestone approvals, etc. that may present the need for a Project Change Request.
11. Customer is not subject to or receiving funds subject to prevailing wage determinations under federal laws such as the Davis-Bacon Act or the Service Contract Act, or under any similar or like state laws relating to the Services.
18. Logicalis Personnel are not required to provide personal data, including but not limited to Social Security numbers, date of birth, or any other personally identifiable information or to submit to a background or drug screening unless otherwise specifically set forth in the Offer Document.
19. Customer is solely responsible for reviewing data that will be provided to or accessed by Logicalis Personnel in the provision of the Services. Customer will not allow Logicalis Personnel to access any personal identifying information or other regulated data unless Logicalis has otherwise first specifically agreed to handle such data in the Offer Document.
20. An Offer Document signed by each party is sufficient authorization for Logicalis to begin services. Purchase orders submitted by Customer may (but need not) be accepted by Logicalis as an administrative accommodation to Customer and are not a necessary condition for invoicing unless the parties otherwise agreed in writing.

Should any of the above assumptions prove to be incorrect or incomplete, Logicalis may, at its sole discretion, modify the price, scope of work, or if applicable, project milestones, and Schedule.

Resource Scheduling

Within a reasonable time after the Offer Document is signed and Products purchased thereunder (if any)

are delivered, Logicalis will contact the Customer to establish a Schedule to schedule the delivery of the services based on mutually agreed Logicalis Personnel availability unless otherwise stated in the Offer Document.

Once the Schedule has been established, Customer may only make changes upon mutual written agreement with Logicalis. If Customer requests a change to the Schedule more than seven (7) days in advance of the scheduled activities, Logicalis shall endeavor to re-assign the resource. But if Logicalis is unable to do so, or if resources have been assigned and activities scheduled, Customer is responsible to pay Logicalis in full for any scheduled hours cancelled within seven (7) days of expected performance or delivery of such activities. In such an event, Customer shall be billed at the then-current hourly rate for those hours.

For each project, Logicalis will assign a Project Manager or other person designated by Logicalis who shall be the Customer's primary point of contact for inquiries relating to the scope of project and deliverables defined in the Offer Documents.

Pricing Assumptions, Limitations, and General Conditions

1. If the underlying services in the Offer Document are priced on a fixed price basis, the following shall apply:
 - a. Logicalis may invoice Customer, as services are performed or milestones are completed unless an invoicing schedule is otherwise set forth in the Offer Document or an agreement between Logicalis and Customer, in which case, Logicalis will invoice Customer based on the milestones stated in the Services - Fixed Fee pricing table in the Offer Document or the respective agreement, as applicable.
 - b. The fixed fee stated in the Offer Document assumes: the work will be performed during the Workday, unless otherwise identified in the Offer Document. Should any work need to be scheduled outside of Workday, in excess of 40 hours per week, in excess of 8 hours per day, 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 that the Customer has timely performed all of the Customer Responsibilities and all General Project Assumptions are met.
 - d. If Customer raises an out-of-scope request (whether or not the individual component is or is not covered by the Offer Document) and requests Logicalis Personnel to perform the activities, Logicalis reserves the right to charge Customer, and Customer agrees to pay for, any Logicalis hours incurred at Logicalis' then-current hourly rate.
 - e. Time spent in site compliance training or troubleshooting issues associated with Customer Responsibilities and the prerequisites stated in this GCR will be billed in addition to the fixed price or consume billable allotted time.
 - f. Time spent by Logicalis for any implementation, knowledge transfer, training, optimization, documentation, project coordination / management, or Customer environment troubleshooting, that is not specified in the specific scope of work in the SOW will be billed on a time and material basis in addition to the fixed price or will consume billable allotted time.
2. If the underlying services in the Offer Document is priced on a time and material basis, the following shall apply:
 - a. Logicalis will invoice Customer for services delivered on the basis of actual hours worked and materials/equipment consumed. Invoicing will occur once per month.
 - b. Per scheduled activity, Logicalis will invoice a minimum charge of 1 hour for off-site services and 4 hours for on-site services will apply. Should any work be scheduled outside of the Workday, in excess of 40 hours per week, in excess of 8 hours per day, or on a holiday, a 50% uplift to the hourly rate will apply.
 - c. If the Offer Document contains a total price estimate, the number of hours set forth in an Offer Document for delivery of services is only an estimate of the number of hours required to perform the services. Should the hours required to complete the services stated in the Offer Document

exceed 10% of the original estimate, Logicalis will endeavor to notify the Customer that the estimated price was exceeded, provided, however, that in no event shall an estimated price be deemed to be a “not to exceed” amount.

- d. If the Offer Document states a “not-to-exceed” price (“NTE”) with respect to the time and material portion of the services, Customer understands and agrees the NTE is only an estimate and the services may not be completed in its entirety for this amount. If the NTE is reached prior to completion of the services, Logicalis has no obligation to continue the services unless and until Customer has provided Logicalis with written authorization to perform the services in excess of the NTE via a Project Change Request signed by each party.
3. Regardless of pricing, the following general conditions apply:
- a. Billable time includes travel to and from Customer’s location(s) when applicable. Logicalis Personnel may work hours outside of the to accommodate their travel schedules and time zones as mutually agreed upon by the parties in writing.
 - b. If applicable, travel charges that are included in the Offer Document 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.
 - c. The pricing in the Offer Document does not include taxes, if any, which shall be Customer’s responsibility.

Project Delay Caused by Customer

The delivery of services under the Offer Document requires Customer’s strict compliance with as applicable: (i) the GCR; (ii) the technology specific assumptions, requirements, and responsibilities set forth in a SOW; (iii) timelines set forth in the Offer Document; (iv) the Schedule and promptly providing information as requested by Logicalis and/or per the Schedule, 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.

Customer’s failure to strictly comply with the foregoing deemed a delay caused by Customer and may result in an increase in the cost of the services and require a Project Change Request.

In addition, in the event Customer’s delay in providing the above referenced items, in accordance with the Schedule and/or any timeframe given by Logicalis, results in unscheduled delays to the 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.

Acceptance Criteria

Customer acknowledges that it has five (5) business days after receipt of the Project Closure and Acceptance (PCA) form, if any, 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 unless the Offer Documents or governing documents allow for a longer acceptance period.

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 scope of 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 Offer Document.
4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been signed 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 Offer Documents and a subsequent Project Change Request.

Confidential Information and FOIA Laws

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 and their applicable state equivalents ("FOIA Laws"). Logicalis' policy is to cooperate with its public-sector customers to assist them in meeting their obligations under the FOIA Laws.

Regardless of whether the stated customer in the underlying Offer Document is a public-sector customer or a private entity, Logicalis considers the following information, which may be provided in a Offer Document, to be confidential, such that the disclosure of all or part of the information contained in the Offer Document may harm Logicalis' commercial interests:

1. **Solution Design:** The solution has been derived from the intellectual effort, knowhow, and expertise of Logicalis Personnel 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 Logicalis' 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 Logicalis' commercial interests by assisting competitors in competing for business from those customers.