

LogicalisOne Setup Responsibilities & Assumptions

A. Customer Responsibilities – Customer shall:

1. Without limiting the specificity of the following, provide all onboarding information requested by Logicalis, including, at a minimum, contact information (telephone, cell phone, e-mail), for Customer personnel involved in overseeing or interacting with Logicalis.
2. Customer agrees to participate in quarterly workshops and monthly reviews. This is a mandatory part of the services. Services credits dedicated for workshops and reviews cannot be used for other services and are deemed to be consumed in the respective month and quarter, regardless of whether consumed by the Customer.
3. For all Customer responsibilities, including but not limited to requests by Logicalis, approvals, actions, changes, and provision of information, Customer shall fulfill such responsibilities promptly and within any timeframes set forth herein or otherwise agreed between Logicalis and Customer.
4. Provide a point of contact with authority to act and make decisions for Customer in all aspects of the Services, including modifications of existing Services through PCRs, to Logicalis. Such point of contact may be changed by Customer by providing written notice to Logicalis.
5. Complete Logicalis' information requests as necessary for completion of onboarding and enablement of Services and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis.
6. Provide necessary prerequisites as identified by Logicalis, including but not limited to:
7. Initial environment access for deployment of Logicalis' access mechanisms
8. Required compute / infrastructure / networking (including any associated financial impact) requested by Logicalis for the deployment of Logicalis tooling and / or access technologies.
9. Approval to work with third parties engaged with or contracted by Customer (if required)
10. Other resources (such as Customer Project Manager or subject matter experts)
11. In addition to other documentation identified in this section, provide existing knowledge / documentation or, if required by Logicalis to facilitate performance under this SOW, create knowledge base articles for services, which may include, without limitation:
12. Any maintenance schedules for servers (scheduled downtime, etc.)
13. List of certificates and any systems / applications applicable to them
14. Any / all system passwords (relative to the scope of Services)
15. Topology diagrams (as applicable)
16. Business applications and infrastructure dependency mapping
17. Identify any unique/custom VM or other deployments – e.g.: a checklist or running script.
18. Make available relevant subject matter experts to facilitate knowledge transfer.
19. Provide 3rd party vendor contacts list, sites and primary list and software management/licensing details (if applicable) and keep updated.
20. Complete Logicalis' user information requests so that applicable portal licenses can be enabled.
21. Conduct knowledge workshop and if identified as required job shadowing across all areas in scope.

22. Participate in meetings to understand processes for assignment, escalation, Change enablement, and status communication.
23. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of or to facilitate or enable such services. In downloading or receiving such software, Customer acknowledges that it has received the software from Logicalis for use in its internal systems only and agrees to only use the software internally according to the instructions set forth by Logicalis.
24. Implement Logicalis' recommendations in general. Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's failure to implement Logicalis' recommendations.
25. Where necessary, provide personnel to work with hardware vendor service personnel requiring on-site access.
26. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently causing or may potentially cause future problems.
27. Customer acknowledges that billing will commence in accordance with the Commencement Date provision above despite Customer's failure to fulfill its obligations under this Responsibilities and Assumptions section, regardless of whether Service enablement is feasible.
28. Customer agrees to the General Customer Responsibilities found at <https://www.us.logicalis.com/gcr>, which is incorporated herein by reference.

B. Logicalis Responsibilities

29. Portal setup, including access to reports and dashboards as set forth in an applicable Service Definition.
30. Participation in meetings to discuss processes for assignment, escalation, Change enablement, and status communication.
31. Provide a point of contact with authority to act and make decisions for Logicalis in all aspects of the Services, modifications of existing Services through PCRs, to Customer. Such point of contact may be changed by Logicalis by providing written notice to Customer.
32. Enable reports and portal setup for Service delivery.

C. Assumptions

33. Software applications and services not expressly provided under this SOW are excluded.
34. Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer must provide all requested integration data within five (5) days from execution of the SOW. If all such data is not provided within such five (5) day period, Logicalis will follow up, by phone or email, after the five (5) day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard time and material and travel rates, to gather the outstanding integration data.
35. All services to be performed hereunder will be performed remotely.
36. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.

37. All equipment is housed on Customer's premises or premises which Customer is entitled to use for storage of such equipment for the Term unless stated otherwise in this SOW.
38. Customer will be directly responsible for all vendor hardware and software maintenance contracts.
39. Any hardware or software deployment is the responsibility of Customer unless specifically stated herein and agreed upon by both parties.
40. Service pricing is based on a fully deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review by Logicalis. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.