

Statement of Work for Network Management

Prepared by Logicalis for
Lake County Illinois

To the attention of:
Erik Karlson
18 N County St
Waukegan, Illinois 60085
(847) 377-2454
ekarlson@lakecountyil.gov

October 20, 2021

Contents

Section 1.	Terms and Conditions	3
Section 2.	Services Overview	3
2.1.	Monitored & Managed Services	3
2.2.	Security Services	3
2.3.	Transition Services.....	4
Section 3.	Contracted Services and Pricing	5
3.1.	Contracted Services and Pricing.....	5
Section 4.	Out of Scope Rates, Travel Expenses	9
4.1.	Out of Scope Rates.....	9
4.2.	Travel Expenses	9
4.3.	Invoicing.....	9
Section 5.	SOW Change Management Process	10
Section 6.	Term and Early Termination.....	11
Section 7.	Statement of Work Acceptance.....	13
Section 8.	Professional Services Attachment(s)	14
8.1.	Scope of Work.....	14
8.2.	Travel Expenses	16
8.3.	Limitation.....	16
8.4.	Customer Responsibilities.....	16
8.5.	General Project Assumptions.....	18
8.6.	Completion Criteria	20
Section 9.	Monitored & Managed Services Attachment	21
9.1.	Operating Models.....	21
9.2.	Portal Reports and Portal Access	26
9.3.	Audits	27
9.4.	Monitored Service Level Objectives.....	28
9.5.	Managed Service Level Agreements	30
9.6.	End of Life	32
9.7.	Setup Roles & Responsibilities and Assumptions.....	33
Section 10.	Security Services Attachment	37
10.1.	Security Points	37
10.2.	Audits	37
10.3.	Customer Responsibilities.....	37
10.4.	Terms.....	38
Section 11.	Service Offering Attachment(s)	39
Section 12.	Appendices	40

Section 1. Terms and Conditions

This Statement of Work (“SOW”) is made and entered into pursuant and subject to the terms and conditions under the Tech Data GSA #47QTCA21D00BD Agreement (“Agreement”), which is incorporated herein by reference. For all other terms not addressed in the previously stated Agreement, Logicalis’ Master Solutions Agreement (“Agreement”) which is attached below under Appendix A apply and are incorporated herein by reference. All items not specifically detailed in this SOW are considered out of scope. All capitalized terms in this SOW shall have the same meaning as defined in the Agreement, unless otherwise specifically defined in this SOW.

Section 2. Services Overview

Logicalis offers a portfolio of solutions allowing our customers to leverage the correct service that best meets their needs. Details regarding the Service Offerings are described in the respective Attachment(s).

2.1. Monitored & Managed Services

Logicalis offers two primary service types, which are detailed in the applicable attachment(s) and summarized in the table below.

Service Item	Service Type	
	Monitored	Managed
24x7 Service	✓	✓
Monitoring & Event Detection	✓	✓
Portal & Reporting	✓	✓
Service Catalog		✓
Request Management		✓
Incident Management		✓
Remote Administration		✓
Crisis Management		✓
Problem Management		✓
Change Management		✓

Logicalis Managed Services provides full-service options for 24x7 IT management services for remote administration of information systems infrastructure. Unless otherwise stated, all Logicalis Monitored & Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

2.2. Security Services

The Optimal Security Suite is a collection of security services designed to provide visibility and take action using both human and machine analytics/insight along with recommendations with respect to improving security posture relative to current threat intelligence. Our security services are delivered by security experts in a dedicated Secure Operations Center (SOC), 24x7x365. These services were built with

interoperability in mind and can function independently, or as part of the complete suite. The Suite includes offerings like Optimal Threat Insight (to provide correlation and analysis of security events and incidents), Optimal Firewall Management, Optimal Endpoint Management, Optimal Vulnerability Management and more.

Optimal Security Suite works in conjunction with other Logicalis Managed Services to provide seamless integration when Logicalis is responsible for device/infrastructure management as well as security.

2.3. Transition Services

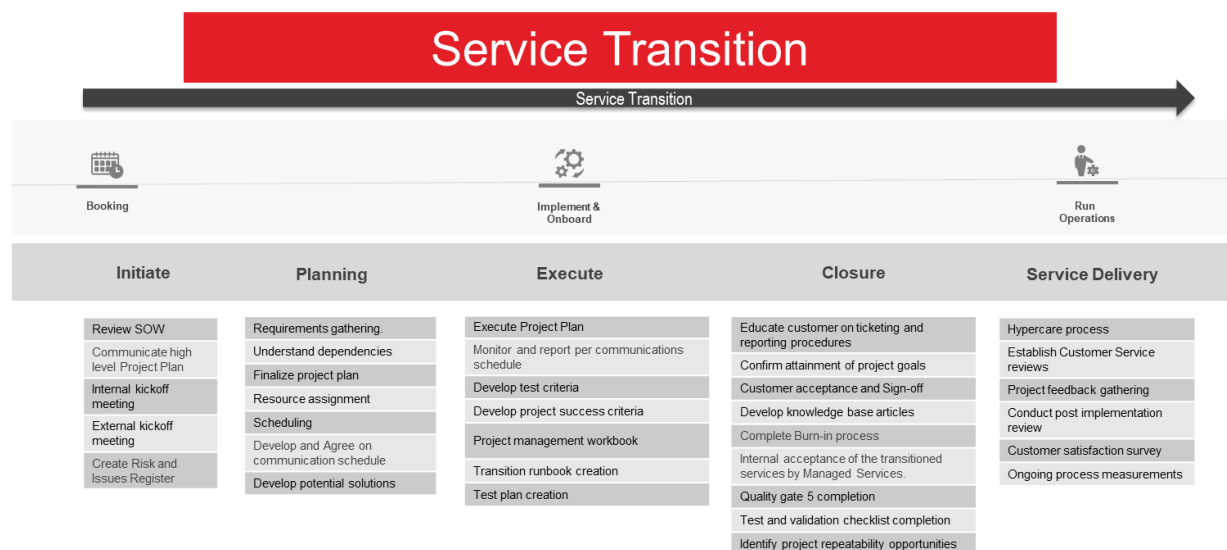
Logicalis provides setup / on-boarding services as part of the transition process of the contracted recurring services offerings.

For Managed Services to support a new or existing customer successfully and efficiently it is necessary to follow a detailed Transition Management Process. This process is based on the ITIL framework and follows an established project management methodology.

The Transition Management Process covers the ‘Onboarding’ of new devices for either a new or existing Customer to Managed Services support.

The Onboarding process consists of five phases:

- Phase 1 - Initiate
- Phase 2 - Planning
- Phase 3 - Execute
- Phase 4 - Closure
- Phase 5 – Service Delivery



Section 3. Contracted Services and Pricing

The list below describes the Customer's selected services and the prices for those services. These prices are valid only for the Term of this SOW. The prices do not include any taxes, if applicable, which will be the Customer's responsibility. Additional information regarding the details of each selected service offering can be found in the applicable Attachment(s) to this SOW.

3.1. Contracted Services and Pricing

Item	Qty	Part Number	Description	Unit Price		Extended Price	
				Non-Recurring	Monthly Recurring	Non-Recurring	Monthly Recurring
Professional Services							
1	1	PS Consulting	Network Discovery and Assessment	\$66,725.00	\$0.00	\$66,725.00	\$0.00
Monitored and Managed Services							
Cisco Route/Switch							
2	2	MS-NET-MRKISDW N-CSCASRS DWN-MGD	Cisco ASR w/ SD-WAN Management	\$150.00	\$200.00	\$300.00	\$400.00
3	4	MS-NET-CSCRTRM GMT-MGD	Cisco Router Management (819-4G)	\$150.00	\$200.00	\$600.00	\$800.00
4	16	MS-NET-CSCRTRM GMT-MGD	Cisco Router Management (C1941)	\$150.00	\$200.00	\$2,400.00	\$3,200.00
5	1	MS-NET-CSCRTRM GMT-MGD	Cisco Router Management (2901)	\$150.00	\$200.00	\$150.00	\$200.00
6	16	MS-NET-CSCCTLY ST-MGD	Cisco Catalyst Management (3850)	\$150.00	\$150.00	\$2,400.00	\$2,400.00
7	44	MS-NET-CSCNXS-MGD	Cisco Nexus Management (9000)	\$150.00	\$150.00	\$6,600.00	\$6,600.00
8	2	MS-NET-CSCNXS-MGD (9000)	Cisco Nexus Management (9500)	\$150.00	\$150.00	\$300.00	\$300.00
9	2	MS-NET-CSCNXS-MGD (9000)	Cisco Nexus Management (N5K-C5672)	\$150.00	\$150.00	\$300.00	\$300.00
Monitored-Only Cisco Network Devices - End of Support Life							
10	11	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco WS-2960S-24TS-L-V02)	\$25.00	\$9.00	\$275.00	\$99.00
11	1	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco 2970)	\$25.00	\$9.00	\$25.00	\$9.00

Item	Qty	Part Number	Description	Unit Price		Extended Price	
				Non-Recurring	Monthly Recurring	Non-Recurring	Monthly Recurring
12	12	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco WS-C3560X-24T-S)	\$25.00	\$9.00	\$300.00	\$108.00
13	8	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco 3750)	\$25.00	\$9.00	\$200.00	\$72.00
14	4	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco N5K-C5548)	\$25.00	\$9.00	\$100.00	\$36.00
15	427	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco SG300)	\$25.00	\$9.00	\$10,675.00	\$3,843.00
16	72	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Cisco SG350)	\$25.00	\$9.00	\$1,800.00	\$648.00
Meraki Firewalls							
17	16	MS-NET-CMSDWN FW-MGD	Cisco Meraki MX Management (Firewall) - SD-WAN	\$100.00	\$100.00	\$1,600.00	\$1,600.00
Cisco ASA Firewalls							
18	11	MS-NET-CSCCLGCY FRWLL-MGD	Cisco Legacy Firewall Management (ASA5505)	\$200.00	\$300.00	\$2,200.00	\$3,300.00
19	4	MS-NET-CSCCLGCY FRWLL-MGD	Cisco Legacy Firewall Management (ASA5506 v06)	\$200.00	\$300.00	\$800.00	\$1,200.00
20	4	MS-NET-CSCCLGCY FRWLL-MGD	Cisco Legacy Firewall Management (ASA5512X V03)	\$200.00	\$300.00	\$800.00	\$1,200.00
21	1	MS-NET-CSCCLGCY FRWLL-MGD	Cisco Legacy Firewall Management (ASA5525-V02)	\$200.00	\$300.00	\$200.00	\$300.00
Aruba Wireless - Monitored-Only							
22	13	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Aruba device)	\$25.00	\$9.00	\$325.00	\$117.00
23	260	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Aruba AP)	\$25.00	\$9.00	\$6,500.00	\$2,340.00
Netgear - Monitored-Only							
24	71	MS-HA-UPDN-MON	Generic Up/Down Monitoring (Netgear device)	\$25.00	\$9.00	\$1,775.00	\$639.00
Logicalis Monitoring Tools							
25	2	OSPNC-LGCLSMN TR-BSPCKG-CSTMVM	Logicalis Monitoring RIMM Base Package (Customer VM)	\$369.00	\$286.00	\$738.00	\$572.00

Item	Qty	Part Number	Description	Unit Price		Extended Price	
				Non-Recurring	Monthly Recurring	Non-Recurring	Monthly Recurring
26	2	OSPNC-LGCLSMN TR-VPNCCNC TVTY-CSTSPPL DEQPT	- VPN Connectivity - RIMM Customer Supplied Equipment	\$1,000.00	\$0.00	\$2,000.00	\$0.00
27	2	OSPNC-LGCLSMN TR-LGCMNTR CLLCTR	- Logic Monitor Collector	\$0.00	\$0.00	\$0.00	\$0.00
28	2	OSPNC-LGCLSMN TR-NMSFTCL LCTR	- Nimsoft Collector	\$0.00	\$0.00	\$0.00	\$0.00
29	2	OSPNC-LGCLSMN TR-SOCUTLT YAPPLNC	- SOC Utility Appliance	\$0.00	\$0.00	\$0.00	\$0.00
Security Services							
Next Generation Firewalls (NGFW)							
30	1	MS-SEC-OPTFRWL MGMT-MGD	Optimal Firewall Management (Customer Type: New OFM Customer (Includes Healthcheck))	\$3,663.53	\$0.00	\$3,663.53	\$0.00
31	3	MS-SEC-OPTFRWL MGMT-DBSNG-MGD	- Category D (ASA 5545 or 5555, Firepower 2120, 2130, 2140) - Next Generation Firewall	\$1,114.35	\$1,256.95	\$3,343.05	\$3,770.85
ITSM Portal Users							
32	12	MS-SMAS-MSOSSP-MGD	ITSM Portal User: SSP (Self-Service Plus)	\$0.00	\$20.00	\$0.00	\$240.00
Virtual IT Hours and Transition Services							
33	1	OSPNC-TS-TRNSTNS RVCS	Transition Services	\$26,192.31	\$0.00	\$26,192.31	\$0.00
34	40		Virtual IT Hours	\$0.00	\$197.45	\$0.00	\$7,898.00

Summary Pricing		Non-Recurring Charges	Monthly Recurring Charges
Professional Services		\$66,725.00	\$0.00
Managed Services		\$69,555.31	\$38,421.00
Security Services		\$7,006.58	\$3,770.85
Total		\$143,286.89	\$42,191.85

Notes:

1. Quantity and type of Managed, Monitored and Security Services quoted are based on best information available at time of SOW creation. These may change based on the results of the Network Discovery and Assessment which will be completed before onboarding begins. Any required changes will be accomplished through the Change Management Process described in Section 5.
2. Virtual IT hours are included for work not covered in the Service Definitions in Section 11.
3. Security Services include 80 Total Annual Security Points. Security Points are described in Section 10.

Where applicable, a dashboard/self-service portal is available for the Customer to query reports, analyze graphic data, report issues, make requests and approve changes.

In the event the parties enter into a Project Change Request to add and/or remove a device, the Project Change Request will state the change in the monthly recurring charges (“MRC”) and any applicable non-recurring charges (“NRC”).

Section 4. Out of Scope Rates, Travel Expenses

4.1. Out of Scope Rates

Any service delivery request outside of the scope of this SOW will be evaluated on a case-by-case basis and, if approved, be executed through a separate SOW or executed through a Project Change Request to this SOW at a standard Time and Materials rate of \$197.45 per hour.

A minimum charge of 1 hour for off-site services and 8 hours for on-site services may apply. Should any of this work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 33⅓% uplift to the hourly rate will apply.

4.2. Travel Expenses

Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate. Travel expenses will be billed in accordance with the Agreement (Tech Data GSA #47QTCA21D00BD) and will not exceed the limits contained therein.

4.3. Invoicing

Invoicing for Time and Materials and Travel Expenses will occur once per month at month end.

Section 5. SOW Change Management Process

Changes to the SOW will be negotiated separately through this Change Management process. In the event either party desires to change this SOW, 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 SOW, which may include changes to the contracted services and/or prices. A single Project Change Request will be delivered once per quarter covering all changes made during the previous quarter.
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, this SOW.
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.

In the event of a conflict between a Project Change Request and the original SOW, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Should the sum of fully executed PCRs over the life of the contract reduce the total monthly charge below 70% of the original MRC Logicalis reserves the right to exercise early volume reduction fees. Those fees shall be calculated at that point as 25% of the difference between the MRC on the Commencement Date and the then-current MRC. The early volume reduction fee would be invoiced monthly and remain in effect until the total monthly charge increases above 70% of the MRC on the Commencement Date.

Section 6. Term and Early Termination

Pricing Validity Length. This SOW is for services only and the pricing shall remain valid until October 29, 2021. Upon Logicalis’ receipt of the fully executed SOW, the pricing shall be secure for the length of the “Term” (as described below).

Commencement Date. As used in this SOW, “**Commencement Date**” means the first day of the month in which the total monthly recurring services are billed to the Customer. The Commencement Date will occur upon the earlier of the following: 1) completion of set-up/implementation services, or 2) ninety (90) days following completion of the Network Discovery and Assessment. Logicalis will begin set-up services once this SOW is executed and will begin billing the customer for the set-up services upon signature of the SOW. Should Logicalis provide monthly recurring services in advance of the Commencement Date, Customer shall be responsible for payment of those monthly recurring services upon invoice and in accordance with the payment terms.

Term. The term of this SOW is 60 months and will commence on the Commencement Date (the “**Term**”). Upon expiration of the Term, this SOW will terminate. During the Term of this SOW, Logicalis reserves the right to modify at any time the Statement of Work and/or Attachment(s) so long as the original level of service continues to be met (examples of modifications include, but are not limited to, enhancement of or new technological support).

Early Termination Fee.

Customer may terminate this SOW for convenience upon written notice to Logicalis in accordance with the Early Termination Table identified below. Customer agrees to the termination notice listed below should they choose to exercise their right to terminate for convenience. Logicalis may terminate this SOW for convenience at any time.

Early Termination Table:

SOW Terminates	Early Termination Notice
Months 0-24	No early termination for convenience permitted
Months 25-36	9 Months Notice
Months 37-48	6 Months Notice
Months 49-60	3 Months Notice

Such termination will not become effective until Customer has paid (a) any outstanding invoices still owed, (b) an early termination fee equal to the undepreciated value of any implemented client specific dedicated infrastructure as applicable. In addition, Customer shall not be refunded for any portion of set-up/implementation services fees hereunder.

Logicalis Hardware. Any equipment (including but not limited to VPN router, universal hub appliance, etc.) provided to Customer from Logicalis as part of the Cloud Services and/or Managed Services remains the property of Logicalis. Unreturned equipment will be charged back to Customer at the then-current Manufacturer’s Suggested Retail

Price (MSRP) if it is not returned to Logicalis within thirty (30) days from the date of termination.

Section 7. Statement of Work Acceptance

- Professional Services
- Managed Service
- Security Services

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or fax a copy to (248) 232 5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:

Lake County Illinois

Signature

Printed Name

Title

Date

Lake County Illinois
P.O. Number (if provided)

Billing Contact:

IT Accounts Payable
Lake County Illinois
18 N County St
Waukegan, Illinois 60085
(847) 377-2454
itap@lakecountyl.gov

Accepted By:

Logicalis, Inc.

Signature

Printed Name

Title

Date

Logicalis Engagement Number
(when available)

Billing Contact Correction:

Cc: Al Robles, Mike Henderson, Michael Strysik, Nikki Perez, Mike Riley

Section 8. Professional Services Attachment(s)

Lake County, Illinois has requested Logicalis perform a network discovery assessment of their network across the approximate 35 locations in the county. Logicalis will provide professional services to complete this project according to the definitions and terms and conditions set forth in section 8.1, Scope of Work.

Logicalis will perform a tool-based network assessment for device discovery, inventory, End of Life equipment, and topology mapping. The Logicalis professional services engineer will analyze the findings and provide recommendations for modifications and upgrades based upon industry and vendor standards and best practices. Document deliverables will include Inventory Report, End or Life Analysis, a physical topology network diagram, and recommendations. This assessment will be performed on a fixed fee basis. The tool will be loaded on a customer provided VM matching or exceeding the minimum requirements as defined and provided to the customer separately.

8.1. Scope of Work

8.1.1. Tasks and Activities, Deliverables

Tasks and Activities

1. Plan

1.1. Project KickOff

- 1.1.1. Project kick-off meeting to review asset list for data collection, subnets, telnet credentials and network assessment
- 1.1.2. Conduct basic technical discovery interviews with customer sponsor/stakeholder
- 1.1.3. Provide statics on (8) applications for top performers, bottom performers and improving / declining application stacks

2. Consult

2.1. Interviews

- 2.1.1. Gain a baseline of the current state LAN/WAN network infrastructure
- 2.1.2. Gain a baseline of customer technical pain points, challenges, and future technical goals

2.2. Data Gathering

- 2.2.1. Complete network device inventory for an estimated 750 devices
- 2.2.2. End-of-life devices, line cards, and daughter boards in the next 12 months for (619) devices
- 2.2.3. Record IP addressing scheme analysis for an estimated devices
- 2.2.4. Perform routing analysis for an estimated devices
- 2.2.5. Create or validate network topology diagram for devices included in assessment (Microsoft Visio) up to 200 devices

2.3. Closeout

- 2.3.1. Presentation of deliverable to customer's team

- 3. Implement
 - 3.1. Data Gathering
 - 3.1.1. Deploy data collection virtual appliance

Deliverables

- Network Device Inventory Report
- 12 Month EOL Report
- Network Drawing

8.1.2. Project Management Services

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (Medium Rigor)

Planning

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Supplemental project information management

Execution

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
 1. Overall Health Status
 2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
 3. Percentage Complete
 4. Project Phase
 5. High Level Accomplishments
 6. Current Activities / Upcoming Activities
 7. Past Due Activities
 8. Project Issues
- Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable

- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring

Closing

- Project closure call
- Project Closure and Acceptance processing

8.1.3. Out of Scope

All items not specifically included in the Scope of Work section above are out of scope.

8.2. Travel Expenses

Reasonable travel expenses, if any, to complete the services stated in this attachment will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate. Travel expenses will be billed in accordance with the Agreement (Tech Data GSA #47QTCA21D00BD) and will not exceed the limits contained therein.

8.3. Limitation

If necessary, Logicalis will provide and invoice services overages up to 10% of the hours estimate provided. Should the hours required to complete the Tasks and Activities and/or Deliverables 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 above for details.

If a Purchase Order is issued for this SOW, additional hours over the original estimate will not be performed nor invoiced until a Project Change Request is executed and a new/revised PO is received.

8.4. Customer Responsibilities

Customer is responsible for providing and/or performing the following (as applicable to the services in this attachment):

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. Applications knowledgeable personnel for 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. These people 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 this SOW, has been completed prior to the Logicalis resource(s) arrival.
4. Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.
5. Customer has identified and has access to the main communications area in the occupied building. Customer ensures that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment has been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
6. Customer has assigned implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill, and authorized to signoff and approve the required parts of the implementation.
7. Unless specifically addressed in the SOW, Customer is expected to have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improperly labeled (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 services stated in this attachment.
10. Customer ensures 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 the necessary support agreements for the software that is needed for the environment.
12. To have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.
13. To have all application sources readily available in the event of having to reload applications from scratch.
14. Customer has finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment. 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 this SOW.

15. Any Customer and third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the SOW and a subsequent Project Change Request.
16. If not included as part of the services stated in this attachment, Customer shall have performed all required backups and/or data migrations of existing data prior to work being performed by a Logicalis resource(s), unless otherwise agreed to via a Project Change Request.
17. If not included as part of the services stated in this attachment, Customer has implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.
18. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
19. If remote access is required then Customer will allow VPN connectivity. If VPN connectivity is not permitted then a Project Change Request may be required.
20. Customer acknowledges that during the performance of the services stated in this attachment, Customer may be asked to download software as part of such services. In downloading such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
21. Customer is responsible for obtaining all permits, licenses, and right of ways necessary for the completion of the services stated in this attachment, including but not limited to building and city requirements.
22. Customer will communicate any issues or changes to the original project plan and/or this SOW to Logicalis immediately upon discovery.
23. Customer acknowledges that it has five (5) business days after receipt of Project Closure and Acceptance (PCA) form to review the deliverables for the services stated in this attachment 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 services stated in this attachment will be deemed accepted on the 6th business day after receipt of the PCA.

8.5. General Project Assumptions

Several general project assumptions are included in this SOW. General project assumptions include but are not limited to:

1. 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.
2. For projects estimated at forty (40) billable hours or more, dedicated resource(s) require a Customer commitment of forty (40) billable hours per week. If the billable hours fall below this requirement for more than two (2) weeks, the resource(s) may no longer be dedicated to this project. Non-dedicated

resource(s) may be removed from the project until such time as Customer is able to meet the weekly commitment.

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 with 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 with the resource(s) performing project-related activities remotely.
4. For Logicalis resource(s) performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times.
5. 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 services stated in this attachment that allows work to be completed and to meet project milestones.
6. The services stated in this attachment will involve some 'knowledge transfer.' The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis delivered for the services stated in this attachment and to provide a high level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace the manufacturers' formal instruction/classes.
7. Adequate staffing and project management is included in this SOW. 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.
8. All communication that affects the technical aspects of the services stated in this attachment will be directed through the Project Manager or other appointed personnel.
9. 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 this 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 in this SOW.

8.6. Completion Criteria

The services stated in this attachment will be considered complete when either of the following criteria is met:

1. The Tasks and Activities specified and Deliverables specified in the Scope of Work section are complete, or;
2. When the total number of hours of Professional Services delivered under this SOW reaches the number of hours of Professional Services stated in the Contracted Services and Pricing section.

Section 9. Monitored & Managed Services Attachment

Logicalis' Monitored & Managed Services provides full service monitoring and management of customer's configuration items. Managed Services includes Event Monitoring, Incident Management, Problem Management, Change Management, Reporting, Portal access etc. The Operating Model list shows the full list of services provided.

Logicalis' Monitored & Managed Services include the following Operating Models detailed in the Operating Model section of this SOW:

Table 1: Monitored & Managed Operating Model Summary

	Monitored	Managed
Monitoring & Event Management	✓	✓
Request Fulfillment		✓
Incident Management		✓
Problem Management		✓
Change Management		✓
Crisis Management		✓

9.1. Operating Models

Monitoring & Event Management

Summary

Monitoring Configuration Items, and Classifying and Routing Alarms

Deliverables

Logicalis Monitoring & Event Management includes proactive monitoring for the identification of events and alerts. Logicalis monitors and identifies events or thresholds that have been exceeded in accordance with the parameters in the Service Definition.

Deliverables include:

- Monitor Configuration Item (CI), health and identify events or thresholds that have been exceeded within the CI
- Logicalis will maintain the inventory of monitored Equipment
- Logicalis' monitoring will automatically distinguish Actionable Events from non-Actionable events as defined in the Service Definition
- Actionable events insert Incidents directly into the Service Management System
- Summarized monitoring data is stored for 1 year
- Actionable events are automatically classified as High, Medium, or Low urgency based on the severity of the event

Customer Responsibilities

- Customer will open all Logicalis required ports, and any other required access, to enable monitoring and management
- If a device requires trap management to be used, the customer will allow Logicalis to receive traps

Notes

- If Logicalis does not manage or monitor a device(s) that is preventing Logicalis' ability to detect events, then the situation is considered outside of Logicalis' responsibility
- Changes to hostnames or IP addresses without prior notification to Logicalis will result in temporary discontinued monitoring/management and may require a billable effort to remediate

Request Fulfillment

Summary

Request Submissions and Fulfillment Processing

Deliverables

Logicalis' Request Fulfillment, based upon ITIL, provides the ability for customers to request: additions, removals, or changes to existing services and technologies managed by Logicalis. The Request catalog is defined in each Logicalis service. Requests can be made via Logicalis' Self-Service Portal or via phone calls to Logicalis. Requests may be subject to customer approval. Certain Request will be fulfilled via Logicalis' Change Management process.

Deliverables include:

- Request catalog items available for selection via Logicalis' Self-Service Portal
- Request recording and work-flow processing
- Request fulfillment activity and status tracking
- Request Reporting
 - In Progress
 - Opened Last Month
 - Closed Last Month
 - All Requests – 12 Months

Incident Management

Summary

Procedural Resolution of Issues with Escalations and SLAs

Deliverables

The primary aim of Logicalis' Incident Management process, based upon ITIL, is to restore service operation as quickly as possible and maintain the best possible levels of service quality and availability for the customer's business operations.

Deliverables include:

- Incident management services including: identification, logging, processing, escalation, and resolution management, including third-party vendors as required.
- Incidents will be created via agreed customer contact methods, or automatically generated (if Monitoring is included with the applicable service).
- Escalation procedures based on formal, pre-defined criteria and processes.
- Customer notification when an incident occurs and during resolution updates.

- Incident resolution activity tracking including updates from engineers as applicable.
- Incident reporting via Logicalis' IT Service Management Portal, including these standard reports:
 - In Progress
 - Opened Last Month
 - Closed Last Month
 - All Incidents – 12 Months
- Assignment of incident priority using pre-defined algorithms, as defined below.
- Integration with Logicalis' "Crisis Management" process where applicable.
- In cases where a permanent resolution is not yet available, a workaround will be established to resolve the Incident.

Resolution & Closure

Incidents are marked as "Resolved" by Logicalis; the customer then has 5 calendar days to reject the resolution or mark the Incident as "Closed" If no action is taken by the customer, the Incident will automatically be marked as "Closed" at the end of the 5th calendar day. Closed Incidents cannot be reopened however new Incidents can be created if required.

Incident Priorities

Priority is a function of both:

- Impact - the assigned impact (importance) of the affected Configuration Item (CI) / Device, or the affected Business Service (if the CI isn't provided or known).
- Urgency - the urgency which is either assigned by the associated monitoring alarm, or the data collected from the user reporting the issue.

The Priority Assignment Table is shown in the "Service Level Agreement" section of this document.

Problem Management

Summary

Root Cause Discovery and Resolution Planning

Deliverables

Logicalis' Problem Management, based upon ITIL, identifies root causes of relevant Incidents as well as recommended resolutions to the root causes. The resolutions may require Logicalis' Change Management to implement recommended changes. The core objective is to find the root cause and remedy, prevent or reduce the impact of future Incidents and Problems, and minimize recurring issues and Incidents that cannot be prevented

Deliverables include:

- Create Problem records, where there is no known error, for:
 - Critical P1 (CP1) priority Incidents
 - Repetitive issues / recurring Incidents
- Problem analysis report with recommendations
- Generate workaround and known error documentation in the Knowledge Base
- Review, and approval, by both Logicalis and the customer, of the root cause analysis & resolution recommendations

Change Management

Summary

Managing Changes for CI Configurations, Settings etc.

Deliverables

Logicalis' Change Management, based upon ITIL, has the objective of ensuring that standardized methods and procedures are used for the efficient handling of changes, with minimum disruption to IT Services. Changes include additions, modifications, or removal of Configuration Items (CI's) initiated and managed by Logicalis.

Change Types are defined by Logicalis and include:

- Routine – low risk, low impact, pre-defined changes. All routine changes are classified as pre-approved.
- Comprehensive - a planned change in response to a request, planned activities or to implement a non-urgent correction.
- Emergency – an expedited change where urgent correction of service is required to prevent an imminent service outage or to respond to an urgent legislative directive.

The customer is involved in the approval process of all change types with the exception of pre-approved Routine Changes as defined by Logicalis.

Deliverables include:

- Change processing including:
 - Technical planning documentation, including back out planning
 - Schedule planning
 - Risk assessment including conflict and impact evaluation
 - Change evaluation
 - Defined approval process
 - Configuration Management
 - Controlled planning and execution
 - Success measures against target execution window and planned results
- Pre-defined processing rules based on impact, risk, priority and Change Type
- Formal, work-flowed, approval processes involving:
 - Customer designated approvers
 - Logicalis Change Advisory Board (CAB)
 - Logicalis Emergency Change Advisory Board (ECAB)
- Emergency Change processing with expedited processing and approvals
- Activity and status tracking

Notes

Patch Changes

- Where applicable, Customer must supply all vendor provided patch CD/DVD media or vendor download site access, and the drive for installation, prior to change implementation.
- Customer is required to maintain a support contract at an appropriate level in order to obtain the patch media sets.
- Where applicable, Customer needs to provide the test environment and resources for testing patches, and for testing/deploying new code or technology. Testing of patches with applications is provided by Logicalis on a T&M basis.

Routine Changes

- Routine Changes, defined in the Service Offering Attachment(s), are deemed to be pre-approved and do not require change approval from Customer or Logicalis' CAB.

Emergency Changes

- Emergency Changes will follow an escalated approval process and will bypass Customer approvals. Customer will however be notified of the Emergency Change. Approvals will be documented by Logicalis' Emergency Change Board (ECAB). Full documentation will be provided after the change and Customer sign-off will be required to confirm restoration of service and change success.
- The Customer will be billed in one (1) hour increments on a premium T&M basis at \$280 per hour and will be prioritized immediately after any Emergency Changes or P1 Incident if this Emergency Changes is required as a result of something the Customer performed in the environment. This will be evaluated before and after execution to ensure adherence to the conditions above. As a result of this evaluation, Logicalis reserves the right to charge this premium T&M rate.

Crisis Management

Summary

Critical Incident Management (CP1)

Deliverables

Logicalis' Crisis Management process is an extension of the Incident Management Process that facilitates a special handling for Incidents that Logicalis determines to warrant immediate and focused attention by appropriate parties.

Deliverables include:

- Incidents automatically alert Operations Personnel to a potential Crisis
- Crisis Determination
- Communication
 - Opening a Logicalis Crisis Conference Line with all relevant parties
 - Regular updates with the customer throughout the lifecycle of the crisis, including email notifications to affected parties
 - Communication of recommendations to be executed via standard processes
 - Resolution Confirmation
- Crisis Documentation, where applicable

9.2. Portal Reports and Portal Access

Reports

Logicalis provides incident reporting directly through the Self-Service Portal. The “SS-P” license type (see “Portal” section below) allows custom filters and views of ticket data. In addition reports related to specific Service Offerings can be found within the reporting section of the applicable Service Offering Attachment.

The following reports will be produced on a quarterly basis:

- Ticket Performance Report – Shows a summary of how many tickets met the TRT vs. tickets that didn’t meet the TRT.
- Missed TRT Report – Shows Ticket Summary information for each ticket that missed the TRT, grouped by Valid misses and Invalid misses. This report will show the target and actual time for each ticket.

Access

Logicalis provides portal access to a variety of information and functions. The following portal user roles define the access and functionality available.

Portal Details

Table 2: Portal Self-Service and Self-Service Plus Details

	Self-Service (SS)	Self-Service Plus (SSP)
<i>Ticket Creation / Approvals</i>		
Report Issues	✓	✓
Request Services	✓	✓
Approve Changes*	✓	✓
<i>Views / Reports</i>		
Knowledge Articles	✓	✓
Dashboards	✓	✓
- My Incidents by State (graph)	✓	✓
- My Open Incidents	✓	✓
- My Requested Items by State (graph)	✓	✓
- My Open Requested Items	✓	✓
Active Incidents	✓	✓
Active Requests	✓	✓
Approvals*	✓	✓
Company Active Incidents		✓
Company Active Requests		✓
Company Approvals		✓
Crisis Status (Incidents in Crisis Status)		✓
Company Dashboards		✓
- Tickets in Progress (graph)		✓
- SLA Analysis (graph)		✓
- Tickets Opened (graph)		✓
- Tickets Closed (graph)		✓
- History Tickets – 12 Months (graph)		✓
- Monitoring Events (INC from Monitoring)		✓

	Self-Service (SS)	Self-Service Plus (SSP)
- Configuration Management (graph)		✓
Contracts		✓
Monitoring**		✓
Corporate Catalog		✓
Enhanced Custom Filtering	✓	✓
Administration		
Custom Notifications	Via Request Mgmt	
Delegates	✓	✓
Password Change	✓	✓

* User must be a designated change approver

** Available to those with Monitoring Access – now requires SSP license

9.3. Audits

For audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors, Customer will receive 8 hours of effort annually as a component of their current monthly pricing. Any time required over 8 hours annually, will be charged at the Time and Materials rate(s) noted in the SOW. Audit related activities involving members of the Security Operations Team will use Security Points per Section 10.2.

9.4. Monitored Service Level Objectives

Service Levels

The service levels outlined in Table 3 below are applied per device and are intended to be selected according to device importance/impact on the Customer’s business. A service offering description in this Attachment provides additional details by device to Table 3 below.

Table 3: Service Level Summary

Service Item	Device Service Level
	Monitoring
Device Polling	✓
Event Detection	✓

Service Level Notes:

Monitoring Services leverages Logicalis’ best practice monitoring tools and service descriptions and extends them either to Logicalis’ ticketing system or directly into Customer’s own ticketing system. Alarms generated, per each applicable service description are sent to the defined ticketing system. Logicalis sends the following information to the ticketing system instance:

- Category
- Urgency (1-5)
- Comments (full alarm message)
- Short Description (of alarm)
- Configuration Item (short name of the CI [i.e., the monitored name])
- Company
- Correlation ID (the unique monitoring ID for the message)

Unless explicitly provided by Logicalis, the Customer will be responsible for mapping these fields into their ticketing system and auto-creating incidents from the alarm information. Two-way traffic is built into Logicalis’ service to provide intelligent communication between tickets and alarms i.e. for clearing alarms if cases are resolved, etc.

Requirements:

Customer shall pay setup fees for integration work between Logicalis’ monitoring API and Customer’s ticketing system. Customer shall also provide knowledgeable resources to assist with this integration. Onsite HUB hardware will be priced into this solution and shall be set up onsite by the customer at their location. Logicalis will require administrative system access to any monitored device. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. An additional 50% upcharge to MRC will be applied to any device where Logicalis does not have proper access.

Changes:

After the initial burn-in period any device changes will be charged at the price(s) noted in the Incremental Pricing Categories section. These changes are requested via the Logicalis ServiceNow Ticketing System instance. Requests to support technologies outside of Logicalis Service Portfolio are performed on a Time and Materials basis as defined in the Time and Materials Rates, Travel Expenses section.

Reporting:

A URL, username, and password will be provided to allow Customer access into the monitoring reporting.

Disaster Recovery:

Logicalis has full redundancy in its monitoring infrastructure. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner.

9.5. Managed Service Level Agreements

Incident Priorities

Incident priority is determined by Table 4 below. For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

Table 4: Incident Priority Matrix

Event URGENCY	Device Impact		
	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

Incident Priority Notes:

Event Urgency is determined by either:

- **System Alarm Events** – The Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event.
- **Service Call Events** – Event urgency is determined by the situation described by the caller.

Table 5: Target Resolution Times for Managed Devices by Priority

Priority	Incident		
	Email Notification	TRT*	Phone Call (24x7)
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A
Priority 3	Upon Request**	16 hr	N/A
Priority 4	Upon Request**	32 hr	N/A
Priority 5	Upon Request**	48 hr	N/A

* TRT = Target Resolution Time (for High, Medium, and Low service levels). Failure to meet a TRT does not constitute a breach of contract. Resolution for Monitored contracts may be performed on a T&M basis.

** Customer may request to receive these email notifications.

SLA Penalties and Refunds

If any Target Resolution Times (TRT) from Table 5 is not met the following SLA penalties as calculated below shall apply:

Table 6: Service Level Penalties

Incident Priority	Penalty %
Priority 1 (P1)	50%
Priority 2 (P2)	40%
Priority 3 (P3)	30%
Priority 4 (P4)	20%
Priority 5 (P5)	10%

Penalty Payments are calculated as follows:

E (Exceeded Hours) x P (Penalty %) x V (CI Value) = Penalty paid per Incident incurring a missed TRT

Where:

- E = **Exceeded Hours** - The total number of incident resolution elapsed hours beyond the Target Resolution Time. This is for “Closed” incidents in the given month and excludes pause conditions, i.e., waiting on vendor, waiting on Customer or other causes beyond the reasonable control of Logicalis. Example: A P1 incident has 4 TRT hours, if the valid elapsed time = 5.5 hours, Exceeded Hours = 1.5 hours.
- P = **Penalty %** - This is derived from Table 6 above. Each incident has a priority and each priority has a related Penalty %.
- V = **CI Value** - This is the MRC for the device / Configuration Item (“CI”) associated with the incident that missed the TRT. For Optimal Threat Platform and Optimal Threat Insight (“Threat Response”) the CI Value is one-fifth (1/5) the Optimal Threat Service MRC. For purposes of computing CI Value, “MRC” means the MRC paid or owed by Customer for the full month immediately preceding the incident.

Penalty Notes:

- Penalties only apply to CI’s covered by Managed (High, Medium, and Low) service levels.
- Monitored Only devices have no SLA.
- The penalty paid per incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the CI penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer’s account.
- A missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the incident will be flagged with “Invalid Missed SLA” and will not be counted toward a penalty payment.
- All Customer terms in this SOW must be met for an incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to customer changes in the environment. Any device with an associated term out of compliance with this SOW will be excluded from any penalty payments.

SLA and Incident Handling Notes:

- Related Incidents will be handled by using a Parent/Child Incident. Multiple Child Incidents will be associated with a Parent Incident to link them. The Child Incidents will be closed when the Parent Incident is closed.
- Incidents related to system or service availability are considered resolved, and the TRT achieved, when the service is restored even if in a workaround state. Related problems will however continue to be addressed toward resolution.
- “Notification” referred to in Table 5 is delivered in the form of an automatic system generated message.
- In addition to the automatic notification message, for Managed devices, Priority 1 issues will receive a phone call within 15 minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information.
- SLA Timers are paused when the Incident is beyond the reasonable control of Logicalis (e.g., when awaiting vendor or Customer response).
- SLA Timers are paused when Incidents require a Change to be executed. The timers will pause from the initiation of the Change Request to the Completion or Cancellation of the Change Process.
- If Logicalis does not manage or monitor a device(s) that is preventing its ability to detect necessary events, then the situation is considered outside of Logicalis’ control.
- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life-cycle. For example, if initial information provided by the caller is discovered to be inaccurate.

The penalties and/or credits provided under this Attachment are Customer’s sole and exclusive remedy with respect to any failure by Logicalis to meet the availability standard described herein.

9.6. End of Life

Hardware and software that reach End of Life (EOL), End of Support (EOS), or any vendor designation indicating support, patching, fixes have ended, present a security and availability risk. The costs of maintaining and remediating incidents on such hardware and software become more significant. There is an increased likelihood that an incident cannot be resolved. Logicalis’ ITIL-based approach to Managed Services is designed to protect your environment as well as reducing your overall support costs. EOL and EOS statuses and designations jeopardize this protection.

Each Logicalis Service Definition lists the supported devices for that technology. In all cases, the hardware and software must be eligible for Original Equipment Manufacturer (OEM) vendor support and its required support must be maintained for the term of the Managed Services contract with Logicalis. In the event that certain hardware or software is designated with an EOL or EOS status and/or is no longer supported by the OEM, Logicalis may, at its discretion, take one of the following three (3) options via a Project Change Request:

1. Continue to manage the hardware and/or software, without SLA penalties, to a level of reasonable effort. After one hour of Managed Services effort per incident, additional troubleshooting and remediation efforts will be billed at the GSA T&M rate of \$197.45 per hour. After hours and weekend T&M support will be charged at a 33% uplift to the T&M rate;

2. Convert the hardware and/or software to Monitored Only, following execution of a Project Change Request; or
3. Remove the EOL/EOS-designated hardware and/or software from Services under this SOW entirely following execution of a Project Change Request.

Notwithstanding the foregoing provisions, in no event will Managed Security Services be extended to hardware or software with an EOL and/or EOS designation. Logicalis will not be responsible for security incidents occurring on hardware or software with an EOL and/or EOS designation.

9.7. Setup Roles & Responsibilities and Assumptions

A. Customer Roles and Responsibilities

1. Complete on boarding information for Customer that includes contact information (telephone, cell phone, pager, e-mail) for those staff involved in the management of Logicalis Service Delivery.
2. For Managed Services, specify Notification, Alert, and Escalation contacts for priority and device types. Customer needs to document who will be notified and how notification will be received (Customer may specify single or multiple notifications and also specify an escalation path).
3. Provide a Customer point of contact for approval and authorization of service requests to Logicalis. In order to help achieve the shared goal of completing the Transition within 90 calendar days or less, Client will provide a primary Point of Contact (POC) who will interface with the Logicalis Transition Project Manager in the planning and coordination of Transition activities. The Logicalis Transition Manager will be responsible for the development of the Project and Communication Plans. The Client POC will act as a liaison to ensure the appropriate client resources are informed, engaged, and supporting the Transition in the delivery of tasks assigned to the client as mutually agreed in the Project Plan. The client POC will also act as the first point of escalation for any project activities that warrant elevated client attention and will engage the necessary client resources with the appropriate level of authority to address the needs and circumstances of the event.
4. Complete Logicalis' user information requests so that applicable Portal Licenses can be enabled.
5. Participate in meetings to understand processes for assignment, escalation, change management, and status communication.
6. For Managed Services, modify Self-Service user account information as required.
7. Provide a distribution list, during the integration phase, within Customer's email service for alarm notifications.
8. Ensure that Logicalis is kept up to date with changes to distribution list alarm notifications.
9. For Managed Services, assign and make available a contact person with the authority to make decisions regarding alternative solutions and resolution verification recommended by Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.
10. Install, setup and configure of all hardware (i.e., servers, routers, switches, firewalls, data collectors, etc.) and software (i.e., applications, databases, operation systems, etc.).
11. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.

12. Provide all IP information and host name and serial numbers where applicable for all relevant Configuration Items.
13. Configure devices to report SNMP traps unless otherwise noted in this SOW.
14. Work with Logicalis' engineers to tune alarm thresholds where necessary.
15. Enable event forwarding to Logicalis' management systems, i.e., Customer will open all Logicalis required ports to enable monitoring and management.
16. Complete Logicalis Configuration requests detailing Customer's technical environment.
17. Follow vendor's device recommendations for all devices that are not hosted by Logicalis for example cooling / room temperature.
18. Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of their VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN is required to be a persistent LAN-to-LAN connection.
19. For Managed Services, implement recommendations of Logicalis. Logicalis will always make a best effort to look out for the best interests of the Customer but Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's non execution of Logicalis recommendations.
20. For Managed Services, Logicalis provides ticketing system functionality to ensure Disaster Recovery (D/R) service fail-over functionality between devices in the ticketing system. Customer is required to identify production/primary devices and fail-over devices. In the event a production server fails and a D/R server is activated as the primary server, Customer may call Logicalis and request that the specific server be moved to "D/R Active" status. Logicalis will ensure the production server is in failed mode and will then activate the "D/R Active" status on the D/R server. The "D/R Active" status will ensure that all incidents and problems are handled with the same priority they would be for the equivalent production server. Customer will be responsible (as part of its D/R procedures) for calling to activate and de-activate the D/R status. Customer will also be responsible for identifying D/R & Production device relationships during the on boarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.
21. Work with Logicalis to determine the severity, course of action, and remote assistance for incident resolution.
22. Where necessary, provide site resources to work with hardware vendor service personnel requiring on site access.
23. For Managed Services, provide required access and information to perform relevant management tasks per this SOW. SLA timers are paused while waiting for Customer or vendor.
24. Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently or can potentially cause future problems.
25. Provide access to vendor ticketing system where required.
26. A monitoring hub is required at each Customer network-isolated data center. Logicalis requires full administrative access to this device in Customer's environment. In the event Customer refuses to provide full administrative access to this device, additional Time and Materials charges will apply for any activities requiring coordination with Customer's administrators. The Customer can choose Logicalis-provided devices, or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Customer can choose redundant hubs, or a single hub depending on the urgency of the environment.

B. Logicalis Roles and Responsibilities

1. Reports, Dashboards and Portal Setup.
2. Configure Service Offering Reports as detailed in each Service Offering Attachment.

3. Participation in meetings to discuss processes for assignment, escalation, change management, and status communication.
4. Connectivity Setup on Logicalis' Network including IP addressing information, VPN Connectivity, testing, and documentation of networking support contacts at Customer.
5. Agent, SPI or Probe Installation and Configuration.
6. For Managed Services, review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs passwords, support contract IDs and contact information, and configuration documentation.

C. Assumptions

1. Software applications and services not specifically listed in this SOW are excluded.
2. Client side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work.
3. 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 will be provided a 5-day turn-around time for required integration data. Logicalis will follow up, by phone or email, after the 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 T&M and travel rates, to gather the outstanding integration data.
4. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner so as to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
5. All equipment is housed on Customer's premises unless stated otherwise in this SOW.
6. Logicalis provides remote monitoring or management services for IT Configuration Items owned by Customer. Customer owns and will continue to own all software and hardware being monitored or managed.
7. Connectivity between the Logicalis Operations Center and Customer facility will be via a VPN Connection.
8. Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
9. All Customer WAN devices will be available for instrumentation and monitoring via one Customer site router, unless otherwise noted. Customer must maintain on-site support if it does not have qualified staff for hardware replacement.
10. Customer will be directly responsible for all vendor hardware and software maintenance contracts.
11. For Managed Services, Customer will grant Logicalis employees access to support contracts and vendor information to grant Logicalis the ability to place support calls on behalf of Customer.
12. Customer servers under Managed Services require remote console access such as KVM, Console cards, or RILO cards/ports to establish remote communications. These devices must be purchased by Customer.
13. Instrumentation tools, as well as monitoring agents, probes and smart plug-ins (SPIs) placed on Customer systems are, and will be, owned by Logicalis unless otherwise noted in this SOW.
14. Any hardware or software deployment is the responsibility of Customer, unless specifically stated herein and agreed upon by both parties.
15. 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. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.

16. Only vendor supported hardware and software (at the time of the incident) are covered by this SOW. Customer is required to maintain a valid hardware support contract for each device for the duration of this SOW. Hardware external to the managed / monitored device enclosure is excluded from the Service Level Agreement. Software applications not specifically listed in the Service Level Agreement are excluded.
17. Host names or IP Addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require a T&M effort to reconfigure.

Section 10. Security Services Attachment

Terms outlined under Section 9 above are included, in addition to the following:

10.1. Security Points

Security Points are for customers to have a flexible way to undertake Security tasks related to, but not included in, Services and Technologies sold. The Security Points enable easy consumption of services without the need for Purchase Orders and other administrative processes.

Security Points are allocated per year; each point is equivalent to 1 hour of work. Security Points work is performed on a best effort basis and on a mutually agreed schedule. Security Points are consumed based on work estimates. Security Points can only be used in relation to Technologies and Services sold. Unused Security Points expire at the end of the contracted period.

This list is by no means comprehensive and provides examples of what Security Points can be used for.

- Customized/ad hoc reports.
- Forensic investigation & reporting.
- Virus Investigation (endpoint service required)
- Security Advisory Services.
- Investigating issues caused by other parties.
- Creating a new VPN Configuration
- Virus Investigation
- Hard drive recovery services.
- Firewall Changes (this is included in the service if Logicalis manages the Firewall)
- Work outside the scope of the standard security services but related to technologies and services sold.

The service delivery manager will keep the customer informed of their Security Point usage and give them an opportunity to purchase more Security Points should they become fully consumed. Security Point usage will be reported on as part of the monthly service review report.

10.2. Audits

All audit related activities, including but not limited to, requests for custom reports, information gathering, and conference calls with internal or external auditors, can be performed using Security Points as specified under Section 9 above or Time and Materials per the rate(s) noted in the SOW.

10.3. Customer Responsibilities

- To provide to Logicalis, and maintain the necessary contact information of customer staff involved with the service.
- Suitably host any hardware, software or Virtual Machine(s) needed to support the service, at no cost to Logicalis. Correct support and licensing will be maintained for the related software and hardware and a full, current, restorable backup will be maintained.

- Provide necessary VPN and internet connections for Logicalis to deliver the services.
- Execute onsite tasks as required for Logicalis' service delivery.
- Inform Logicalis of relevant environment changes, device changes, upgrades, maintenance windows or anything else that may impact Logicalis' service delivery.

10.4. Terms

- Intellectual property related to the delivery of Logicalis services remains the property of Logicalis, and any hardware or software provided by Logicalis will be removed and returned at the end of the contract and no copies will be retained by the Customer.
 - Logicalis grants Customer a perpetual, worldwide, irrevocable, royalty-free, non-transferable license to use any components of the deliverables for its internal business purposes. This license shall not cover Tools. Logicalis' and its subcontractors' "Tools" shall mean any and all of Logicalis' or subcontractors' proprietary materials, information, and know-how, owned by Logicalis or a subcontractor prior to the performance of Services or provision of deliverables under this SOW and used by Logicalis or the subcontractor in the conduct of its business, including but not limited to technical information, designs, templates, methodologies, and reusable software, together with improvements and modifications to such Tools. Notwithstanding any other provision in this Agreement, Logicalis and its subcontractors shall retain exclusive ownership of their respective Tools, together with all intellectual property rights in the Tools.
- The service may require maintenance which will be scheduled by mutual agreement.
- Only vendor supported devices are supported by Logicalis, per the Service Definitions.
- SLAs are only effective after a one month tuning and successful remediation of problems detected.
- Scope, scale, or other changes may impact Logicalis' service pricing.

Section 11. Service Offering Attachment(s)

[Managed - Security - Cisco NGFW \(FirePower\)](#)

[Managed - Network - Cisco Routing](#)

[Managed - Network - Cisco Legacy Firewall](#)

[Managed - Network - Cisco SD-WAN](#)

[Managed - Network - Meraki SD-WAN](#)

[Managed - Network - Cisco Catalyst](#)

[Managed - Network - Cisco Nexus](#)

Section 12. Appendices

Appendix A. Logicalis Master Solutions Agreement

Appendix B. General Information

Appendix A. Logicalis Master Solutions Agreement



MASTER SOLUTIONS AGREEMENT

September 15, 2016 Revision

For prior versions, please go to www.us.logicalis.com/msa

Each Statement of Work issued by Logicalis is an offer to sell professional services, managed services or cloud services to purchaser ("Customer") and includes and is governed by this Master Solutions Agreement. Logicalis' SOW and this Master Solutions Agreement shall be deemed accepted by Customer upon Logicalis' receipt of a purchase order or a signed SOW. Acceptance of Logicalis' SOW and this Master Solutions Agreement is expressly limited to the terms contained in Logicalis' SOW and this Master Solutions Agreement. Logicalis rejects any terms and conditions contained in Customer's forms that are additional to or different from those set forth in Logicalis' SOW or in this Master Solutions Agreement.

Customer and Logicalis are sometimes referred to individually in this Agreement as a "**Party**" and collectively as the "**Parties**."

1. DEFINITIONS

As used in this Agreement:

"**Agreement**" means this Master Solutions Agreement and all Statements of Work, schedules and attachments attached hereto or to or otherwise made a part of this Agreement.

"**Confidential Information**" means any information furnished by Discloser to Recipient during the term of this Agreement, including, without limitation, pricing, methods, processes, financial data, lists, statistics, software, systems or equipment, programs, research, development, strategic plans, operating data, or related information of each of the parties and/or its or their customers and suppliers, concerning past, present, or future business activities of said entities. This Agreement is the Confidential Information of Logicalis. All other Confidential Information must be clearly designated as "Confidential." Information provided orally will be considered confidential only if a written memorandum of such information clearly designated as marked "Confidential" is delivered to Recipient within thirty (30) days of the Disclosure. As to any particular Confidential Information, "**Discloser**" means the Party disclosing the Confidential Information and the "**Recipient**" means the Party receiving the Confidential Information.

"**Content**" means information, software, Customer Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Customer or any of its Users create, install, upload or transfer in or through the Hosting Environment.

"**Customer Components**" means the hardware, software, other products, and other Content including, without limitation, those specified in a SOW as being provided by Customer.

"**Customer Data**" means all data and information about Customer's business(es), customers employees, operations, facilities, products, markets, assets or finances that Logicalis obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in any Hosting Environment.

"**Disclosure**" means the release, publication, or dissemination of Confidential Information by a Party and excludes the release, publication, or dissemination of Confidential Information by a third party.

"**Hosting Environment**" means Logicalis' application hosting environment for the delivery of Services, consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in any Statement of Work.

"**PCR**" means a project change request (change order) signed by both Parties authorizing a change in the scope of the Services.

“Required Consents” means any consents, licenses, or approvals required to give Logicalis, or any person or entity acting for Logicalis under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the Customer Components and Content, without infringing the ownership or intellectual property rights of the providers, Logicalis, or owners of such Customer Components and Content.

“Services” means the information technology services to be delivered by Logicalis under this Agreement as specified in any Statement of Work and does not include Third Party Services.

“Statement of Work” or **“SOW”** shall have the meaning ascribed to it in Section 2.1.

“Third Party Services” means the information technology services to be delivered by a third party under this Agreement as specified in any Statement of Work.

“User” means any entity or individual that receives or uses the Services, or the results or products of the Services, through Customer.

Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Statement of Work, unless the language or context requires otherwise. SOW-specific definitions, if any, shall be included in the applicable SOW, and shall apply only with respect to such SOW.

2. GENERAL

2.1. Agreement Structure. This Agreement contains general contractual terms for all information technology services to be provided by Logicalis. The specific information technology services that Logicalis will provide, applicable pricing and payment terms, service level agreement, if any, and other transaction-specific provisions will be agreed upon through statements of work to this Agreement (each a **“Statement of Work”** or **“SOW”**). Each SOW shall be signed by both Parties and will be deemed to incorporate all of the provisions of this Agreement by reference. Each SOW will be a separate agreement between Logicalis and Customer.

2.2. Order of Precedence. In the event of any inconsistencies between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control. The Parties may specify in the applicable SOW that a particular provision of the SOW is to supersede a provision of this Agreement, in which case the superseding SOW provisions shall be applicable only to such SOW and shall be effective for such SOW only if such provision expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision supersedes the conflicting or inconsistent provision in this Agreement.

3. SERVICES

3.1. Scope of Services. Subject to the terms and conditions in this Agreement and the applicable SOW, Logicalis will use commercially reasonable efforts to perform the Services described in the applicable Statements of Work.

3.2. Designated Contact Persons. Each Party shall designate an individual who will be a primary point of contact for that Party and will have the authority to act and make decisions for that Party in all aspects of the Services, including PCRs. Customer shall make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis. Either Party may change its designated contact person by written notice to the other Party.

3.3. Changes. In the event Customer wishes to add additional programs, applications or data sources, systems servers, network devices of any kind (hubs, routers, switches), requests an expansion in the scope of the Services, or increases the network load in the Hosting Environment managed by Logicalis under this Agreement, then Customer shall present its request for such alterations of its network to Logicalis for scoping. No alterations will be permitted under this Agreement without a signed PCR.

4. FEES AND PAYMENT TERMS

4.1. Charges. Customer shall pay to Logicalis all recurring base monthly charges and non-recurring additional charges, for services, hardware or software not covered by the base rate at the rates and charges set forth on the applicable SOW or Customer quotation. The base monthly charge shall be billed prospectively on the 1st day of the month in which the services are to be provided. Additional charges for services, hardware or software as the case may be, shall be billed on the last day of the month in which the charges are incurred or become billable. The stated charges are not subject to increase during the initial term of the SOW.

4.2. Reimbursable Expenses. Except as may otherwise be stated in the applicable SOW, Customer agrees to reimburse Logicalis all reasonable and customary out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by Logicalis in connection with the performance of services. Meal expenses shall be billed at Logicalis' then-current per-diem amount. Travel time will be billed at one-half the on-site billable rate each way. Reimbursable expenses shall be invoiced on a monthly basis. Upon request by Customer, Logicalis shall provide copies of documentation for such expenses.

4.3. Invoices. All invoices shall be due and payable within thirty (30) days after the invoice date. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1.5%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or portion thereof) that any payment is thirty (30) days past due. Logicalis may apply any payment received to any delinquent amount outstanding.

4.4. Taxes. The amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer shall pay all taxes levied and duties assessed by any authority based upon this Agreement, excluding any taxes based upon Logicalis' income. This provision shall not apply to any taxes for which Customer is exempt and for which Customer has furnished Logicalis with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. INFORMATION SECURITY

5.1. Security Measures. Logicalis will maintain commercially reasonable security measures that are designed to (a) ensure the security of the Customer Data stored by Logicalis in the Hosting Environment; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data stored by Logicalis in the Hosting Environment; and (c) protect against any unauthorized access to or use of the Customer Data as stored by Logicalis in the Hosting Environment.

5.2. Notification and Prevention Obligations. Upon becoming aware, Logicalis shall promptly notify Customer of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Customer Data. This notification will state in reasonable detail the Customer Data at risk. Logicalis agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such information. Logicalis further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Customer to address the breach. Logicalis shall not be responsible or liable for any security breach caused by Customer.

5.3. Audits by Logicalis. Logicalis will conduct an annual Statement on Standards for Attestation Engagements, No. 16 (SSAE No. 16) or equivalent audit of its security measures. Upon Customer's written request, Logicalis shall provide a copy of its most recent audit report. The report is to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of Logicalis.

5.4. Audits by Customer. Customer shall have the right to review Logicalis' security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, of Logicalis' data centers in order to inspect the Hosting Environment to verify Logicalis' compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Customer shall be responsible for the entire cost of any onsite audit. Logicalis may charge Customer on a time-and-materials basis at the then-current standard time and materials rate for Customer audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in "downtime" or unavailability for the Hosting Environment. Any "downtime" or unavailability as a result of any audit by Customer shall not count as downtime for purposes of any SOW and shall not be a breach of this Agreement or any SOW by Logicalis.

6. OTHER CUSTOMER RESPONSIBILITIES

6.1. Acceptable Use. Customer is responsible for all acts and omissions of its Users in connection with receipt or use of the Services. Customer agrees, and will ensure its Users agree, to act responsibly and not use the Logicalis Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. Logicalis has the right to investigate potential violations of this Section. If Logicalis determines that a breach has occurred, then Logicalis may, in its sole discretion: (a) restrict Customer's and Users' access to the Services; (b) remove or require removal of any offending Content; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, Logicalis will attempt to notify Customer by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Customer will promptly notify Logicalis of any event or circumstance related to this Agreement, Customer's or any User's use of the Services, or Content of which Customer becomes aware, that could lead to a claim or demand against Logicalis, and Customer will provide all relevant information relating to such event or circumstance to Logicalis at Logicalis' request. Logicalis agrees to allow Customer complete and unrestricted access at all times to Customer's software applications, devices, equipment hardware, and all Services-related license files so that Customer can audit its Users' compliance with the terms of this Agreement.

6.2. Content. Customer is solely responsible for: (a) all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services. Customer agrees not to access the Hosting Environment by any means other than through the interface that is provided by Logicalis for use in accessing the Hosting Environment.

- 6.3. Required Consents.** Customer shall obtain and keep in effect all Required Consents necessary for Logicalis to perform all of its obligations as set forth in this Agreement. Upon request, Customer will provide to Logicalis evidence of any Required Consent. Logicalis will be relieved of its obligations to the extent that they are affected by Customer's failure to promptly obtain and provide to Logicalis any Required Consents. Logicalis will adhere to reasonable terms and conditions pertaining to Content as notified in writing to Logicalis. Logicalis agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Customer's consent.
- 6.4. Software.** Customer authorizes Logicalis to determine whether or not software specified in any SOW is currently in place, operational and maintained and supported at the level required for Logicalis to perform the Services required under this Agreement. Customer grants Logicalis, at no charge, the right to use any Customer-owned or developed application software systems required by Logicalis to provide the Services specified in any SOW to Customer.
- 6.5. Capacity Planning.** Customer is solely responsible for determining whether the services, Hosting Environment, and related Content meet Customer's capacity, performance, or scalability needs. Customer is responsible for planning for and requesting changes to the Hosting Environment and services, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.
- 6.6. Customer Components.** Customer is solely responsible for the selection, operation and maintenance of all Customer Components.
- 6.7. Security.** Customer shall (a) use reasonable security precautions in connection with its use of the Services, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection; (b) require each User to use reasonable security precautions, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection. In addition, Customer shall not take any action or install any software that may preclude or impair Logicalis' ability to access or administer its network or provide the Services.
- 6.8. Encryption.** Customer shall encrypt at the application level Confidential Information, Customer Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Customer's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

7. CONFIDENTIAL INFORMATION

- 7.1. Restrictions on Use; Non-Disclosure.** Recipient agrees that it will use the same care and discretion to avoid Disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not: (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; and (ii) are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement.

- 7.2. Exceptions.** The obligations set forth in Section 7.1 shall not apply to Confidential Information that: (a) before the time of its Disclosure was already in the lawful possession of the Recipient; or (b) at the time of its Disclosure to Recipient is available to the general public or after Disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully and independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Agreement.
- 7.3. Disclosures Required by Law.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.
- 7.4. Disposal of Confidential Information.** Upon termination of this Agreement or upon Discloser's request at any time, Recipient agrees to promptly return to Discloser all copies of Confidential Information. If return is impossible as to any portion of the Confidential Information, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. Logicalis will return to the Customer, all Customer Data in its possession at the date of termination in its then-existing format and on its Customer-supplied media, however, Logicalis may keep a copy in accordance with its record retention policy. Any conversion of format or media performed by Logicalis in order to discharge its obligations under this Section shall be at Customer's expense.
- 7.5. Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.
- 7.6. Duration.** The obligations set forth in this Section 7 shall apply during the term of this Agreement and for a period of one (1) year thereafter.

8. OWNERSHIP RIGHTS

- 8.1. Services.** Logicalis retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and Customer agrees not to disclose such information to any third party without Logicalis' prior permission.
- 8.2. Content.** Logicalis acknowledges and agrees that all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned or licensed by Customer. Customer grants Logicalis a license to store, record, transmit and display the Content solely to perform Logicalis' obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1. By Each Party. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Customer Data and its provision or use of the Services; and c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

9.2. By Customer. Customer represents and warrants to Logicalis that: (a) it owns, or is a licensee of, having the right to sublicense, the Content and that Customer has the right to grant Logicalis the rights that Customer purports to grant in this Agreement; (b) Logicalis' possession or use of the Content or Customer Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (c) it will not use, nor will it allow any third parties under its control to use, the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

9.3. By Logicalis. Logicalis represents and warrants to Customer that:

9.3.1. Industry Standards. The Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of Logicalis according to the generally accepted standards of the industry to which the Services pertain. For Services containing a deliverable, such Services will be deemed accepted by Customer if not rejected in a reasonably detailed writing within five (5) days of submission to Customer, or as otherwise identified in the applicable Statement of Work. In the event the Services provided by Logicalis are not in conformance with this warranty, Customer must provide written notice to Logicalis within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, Logicalis will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Customer. This is Customer's sole and exclusive remedy for breach of this warranty.

9.3.2. Service Levels. The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable SOW. Customer's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable SOW.

9.3.3. Staffing Placement Services: Logicalis warrants that any consultant provided to Customer will have the qualifications and hold the certifications represented to Customer by Logicalis. Logicalis makes no other representations or warranties with respect to the staffing placement Services to be provided.

Customer is not authorized to make, and Customer shall not make, any representations or warranties on behalf of Logicalis to any third party. Customer shall be solely responsible and liable for any representations or warranties that Customer makes to any third party regarding Logicalis, the Hosted Environment, the Services, or any other aspect of this Agreement. Logicalis makes no representations or warranties with regard to the Third Party Services and passes through to Customer the terms and conditions for the services delivered by a third party.

9.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF LOGICALIS IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF LOGICALIS. CUSTOMER IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH LOGICALIS CANNOT BE HELD LIABLE.

10. INDEMNIFICATION

10.1. Indemnification by Logicalis. Subject to the terms and conditions in this Agreement, Logicalis will, at its cost, (i) defend Customer and its officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Customer Indemnified Parties") from and against any claim, suit, action, or proceeding (threatened or otherwise) (each a "Claim") made or brought by a third party against Customer Indemnified Parties to the extent based upon (a) any breach by Logicalis of any of its representations and warranties under Section 9.1; (b) real property damage or personal injury, including death, solely and directly caused by Logicalis' employees or contractors in the course of performance under this Agreement; (c) any breach by Logicalis of Section 7 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to Logicalis; (d) any uncured breach by Logicalis of its obligations under Section 5; and (e) any allegation that Customer's receipt of the Services under this Agreement infringes any of such third party's copyrights, or any such third party's patents issued in the United States as of the Effective Date, or misappropriates any of such third party's trade secrets (each an "**IP Claim**"); and (ii) Logicalis shall pay any final award of damages (or settlement amount approved by Logicalis in writing and) paid to the third party that brought any such Claim.

10.2. Indemnification by Customer. Customer will indemnify, defend and hold harmless Logicalis and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against Logicalis or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Customer of any of its representations and warranties under Section 9; (b) real property damage or personal injury, including death, directly caused by Customer; (c) any breach by Customer of Section 7 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to Customer; (d) any breach by Customer of its obligations under Section 6.1, Section 6.3, or Section 6.8; (e) any breach by Customer of Section 13.2; and (f) any claim that Logicalis' possession, storage, or transmission of the Content or possession or use of the Customer Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.

- 10.3. Procedure.** A Party (or other person) having a right to defense and indemnification under this Agreement (“Indemnified Party”) that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement (“Indemnifying Party”) sole control of the defense and settlement of the Claim for which indemnity is sought, provided that the Indemnified Party shall notify the Indemnifying Party promptly in writing of each Claim and the Indemnified Party shall give the Indemnifying Party information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is sought under this Section 10. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any Claim. In no event shall either Party make any settlement of a Claim, including without limitation, any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party without the other Party’s prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned.
- 10.4. Mitigation for IP Claims.** At any time after notice of an IP Claim, or if Logicalis believes there is a basis for an IP Claim, Logicalis has the right, at Logicalis’ sole option and expense, to either (a) procure the right for Customer to continue receiving the Services as provided in this Agreement, or (b) replace or modify the applicable Service with a service that has substantially similar functionality and that Logicalis believes would not be subject to the IP Claim. If Logicalis deems (a) or (b) not feasible or not commercially reasonable, Logicalis has the right to terminate the applicable SOW. In the event of any such termination, Logicalis will refund to Customer the unused portion of any amounts paid by Customer for the affected Service. In addition, upon any such termination, Customer shall cease the use of the applicable Service.
- 10.5. Limitations as to IP Claims.** Notwithstanding anything to the contrary, Logicalis shall have no obligations or liability under Section 10.1 (Indemnification by Logicalis) if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by Logicalis, (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement, (c) Customer’s failure to comply with Logicalis’ direction to cease any activity that in Logicalis’ reasonable judgment may result in an IP Claim, (d) any allegation by a third party that does not specifically reference a Logicalis Service, or that does not reference a feature of function of a Logicalis Service, or (e) any IP Claim for which Customer does not promptly tender control of the defense thereof to Logicalis.
- 10.6. Sole Remedy.** THE TERMS IN THIS SECTION 10 (INDEMNIFICATION) SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND LOGICALIS’ SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10 (INDEMNIFICATION), LOGICALIS SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

11. LIMITATION OF LIABILITY

- 11.1. Limit on Types of Damages Recoverable.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL (AND LOGICALIS' SUPPLIERS AND LICENSORS WILL NOT) BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, ANY SOW, OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, STRICT LIABILITY AND NEGLIGENCE), EVEN IF (A) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (C) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY SOW FAILS OF ITS ESSENTIAL PURPOSE.
- 11.2. Limit on the Amount of Damages Recoverable.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LOGICALIS' TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE), SHALL BE LIMITED IN ALL CASES TO AN AMOUNT WHICH SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID BY CUSTOMER TO LOGICALIS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE SOW.
- 11.3. Non-Managed Systems.** Logicalis shall not be liable for any damages caused by services, systems, software, or other components that neither it nor its employees, agents or subcontractors furnish or manage pursuant to this Agreement.
- 11.4. Applicability.** The terms in this Section 11 shall apply to the maximum extent permitted by applicable law. If applicable law precludes a party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for certain acts or omissions, then the terms in this Section 11 shall apply to not limit liability for such acts and omissions, but will apply for all other acts and omissions.
- 11.5. Allocation of Risk.** EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SERVICES WOULD HAVE BEEN HIGHER.

12. TERM AND TERMINATION

12.1. Term

- 12.1.1. This Agreement. This Agreement shall commence on the Effective Date and remain in effect until terminated by either party as provided in this Section 12.
- 12.1.2. Statement of Work. The term of each SOW shall be as specified in that Statement of Work.

- 12.2. Termination for Convenience.** Either Party may terminate this Agreement for convenience at any time upon written notice to the other Party. If there are any pending Statements of Work, termination shall be effective upon the expiration or termination of the last Statement of Work. If there are no pending Statements of Work, termination shall be effective upon receipt of the written notice.
- 12.3. Termination for Breach.** Either Party may terminate this Agreement or any individual SOW in accordance with subsection 12.3.1 (in certain circumstances where an opportunity to cure must be provided) or subsection 12.3.2 (in certain circumstances where an opportunity to cure is not available):
- 12.3.1. Cure. If the other Party breaches any material provision of this Agreement or any SOW and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching Party ("Cure Period"). The notice from the non-breaching Party shall specify the basis on which the Agreement or SOW is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party.
- 12.3.2. No Opportunity to Cure. If: (a) the other Party breaches any representation or warranty in this Agreement, subject to the limitation set forth in Section 9.3.2; (b) any representation or warranty is inaccurate, incomplete, false or misleading in any material aspect; or (c) the breach is of a type or nature that is not capable of being cured within such time period (such as, by way of example and not limitation, an obligation relating to Confidential Information). The notice from the non-breaching Party shall specify the basis on which the Agreement or SOW is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.
- 12.4. Termination for Financial Insecurity.** Either Party may terminate this Agreement and all SOWs upon written notice if the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Termination shall be effective upon receipt of the written notice.
- 12.5. Final Payment.** Within thirty (30) days after any termination of this Agreement or individual SOW, Logicalis will submit to Customer a final itemized invoice for all fees and expense due and owing by Customer. Customer shall pay the invoice in accordance with Section 4.3.
- 12.6. Effects of Termination.** Upon termination of this Agreement or an individual SOW and payment by Customer of the final invoice described in Section 12.5, Logicalis will, to the extent applicable:
- (a) Exercise reasonable efforts and cooperation to effect an orderly and efficient transition of Services to any successor provider identified by Customer;
 - (b) Disclose to Customer all relevant information regarding the equipment, software and third-party vendor services required to perform the Services;
 - (c) Make reasonable efforts to effect a transfer or assignment of relevant licenses or agreement(s) for software or any third-party services utilized exclusively to provide the Services to Customer;
 - (d) At Customer's option, either provide Customer with a full backup of the Customer Data (including the encryption keys necessary to decrypt such media if such media is encrypted) or destroy such full backup; and
 - (e) Expire all backup catalog references to Customer Data.

Any additional transition services requested by Customer shall be provided by Logicalis on a time and material basis.

12.7. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, Sections 8 (Ownership Rights); 9 (Representations and Warranties); 10 (Indemnification); and 11 (Limitation of Liability) shall survive any termination of this Agreement.

13. MISCELLANEOUS

13.1. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control and without its fault or negligence, including acts of civil or military authority, national emergencies, labor strikes, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation or a general and/or city-wide power failure. Each Party shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences, provided however, that should any such delay or failure continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying Party.

13.2. Export Compliance. Customer agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Customer shall be solely responsible for such compliance with respect to Customer Data and the Content that it provides to Logicalis.

13.3. Insurance. Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

13.4. Waiver. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights and the obligations of the Party with respect to such future performance and shall continue in full force and effect.

13.5. Agreement Binding On Successors. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective Parties.

13.6. Governing Law and Jurisdiction. The validity, construction and interpretation of this Agreement and the rights and duties of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

- 13.7. Relationship of Parties.** The Parties hereto are independent contractors and this Agreement shall not create or imply an agency relationship between the Parties. Pursuant to and during the term of this Agreement, Logicalis may, from time to time, request that the Customer execute such instruments and documents appointing Logicalis an agent of the Customer for a specific limited purpose. An officer of Customer shall, in a timely manner, execute and deliver to Logicalis or the third party requiring the same, such instruments designating Logicalis as Customer's agent to the extent required by Logicalis to manage and perform to Services provided by it under this Agreement.
- 13.8. Subcontractors.** Logicalis may engage subcontractors to perform services under any SOW. Except as provided herein, Logicalis shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 13.9. Severability.** In the event that any of the provisions of this Agreement are declared or held by a court of competent jurisdiction invalid, illegal or unenforceable, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the Parties shall negotiate in good faith a substitute for the provision declared invalid, illegal or unenforceable.
- 13.10. Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if hand delivered or sent by first-class certified or overnight delivery mail, postage prepaid:

If to Logicalis:

Logicalis, Inc.
Attn: General Counsel
2600 S. Telegraph Road, Suite 200
Bloomfield Hills, MI 48302

With a copy to:

Logicalis, Inc.
Attn: Vice President, Managed Services
9277 Centre Point Drive, Suite 400
Attn: Contracts Department
West Chester, OH 45069

If to Customer, then to the person executing this Agreement on behalf of Customer at the address indicated on the first page of this Agreement.

A Party may change its address for notices by sending a change of address notice using this notice procedure.

- 13.11. Errors.** Neither Party shall be held accountable nor incur any additional costs due to discrepancies, errors, omissions in documentation or other information supplied by the other Party.
- 13.12. Active Negotiations.** Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 13.13. Captions.** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

- 13.14. Amendments.** No waiver of any right or remedy and no amendment, change or modification of the terms of this Agreement shall be binding on a Party unless it is in writing and is signed by the Party to be charged.
- 13.15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.
- 13.16. Publicity.** Nothing contained in this Agreement shall be interpreted so as to permit Logicalis or Customer to publicize its business relationship with the other Party or the nature of the Services performed for Customer, without the other Party's prior written consent.
- 13.17. No Solicitation of Employees.** Each Party agrees that during the term of this Agreement, and for a period of one year after the termination or expiration of this Agreement, it will not solicit, without the other Party's prior written consent, any person employed then by the other Party if such person became known to the soliciting Party through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one Party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).
- 13.18. No Third Party Beneficiaries.** Except as provided in Section 10 (Indemnification), this Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.
- 13.19. Entire Agreement.** This Agreement, including all SOWs and all schedules, attachments and/or other documents attached hereto or incorporated by reference constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

Appendix B. General Information

Contacts

Local Contact	Al Robles 3500 Lacey Rd. Suite 200 Downers Grove, IL 60515 (331) 777-3637 Al.Robles@us.logicalis.com
Legal Notices	Logicalis, Inc. ATTN: Legal Services 2600 S. Telegraph Road, Suite 200 Bloomfield Hills, MI 48302

Document Information

File Name	LAKE9068509
Creation Date	June 22, 2021
Print Date	October 20, 2021

Copyright Information

© 2021 Logicalis, Inc. All trademarks are acknowledged. All rights reserved.