

## **RingCentral Professional Services** Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("RingCentral"), and Hall County Government (the "Customer"). This SOW is incorporated into the Master Services Agreement dated , between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer	Hall County Government	*
SOW Quote Number	U2025-04010214	
SOW Currency	USD	
One-Time Implementation Services	\$153,496.00	
On-Site Physical Device Services	\$86,016.00	

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before October 31, 2025 after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

#### Table 1: Project Phasing

The Phase Totals are based on the scoped items and corresponding counts outlined in "Table 2: Entitlements"

Phase Number	Phase Name	Phase Total
1	Core Implementation	\$153,496.00
2	On-Site Device Support	\$86,016.00
	Project Total (excludes taxes and fees)	\$239,512.00

Entitlements Acknowledgement: This Statement of Work ("SoW") is expressly limited to the Project Entitlements and corresponding quantities set forth in Table 2 above, as mutually agreed upon by the Customer and RingCentral. By executing this SoW, the Customer acknowledges and affirms that any modifications, additions, or deviations from the Entitlements detailed in Table 2 shall be deemed outside the scope of this SoW. The Customer further represents and warrants that they have thoroughly reviewed the contents of this SoW prior to execution and fully comprehend, acknowledge, and accept the Project Entitlements as specified in Table 2.

(Initial Here).



#### A. Scope

#### 1. Project Management

- i. The RingCentral Project Manager ("PM") will act as Single Point of Contact ("SPOC") for delivery services following the Project Management Institute (PMI) methodology. The RingCentral PM will be responsible for the following activities:
  - a. Schedule internal and external kickoff sessions
  - b. Review the Project Entitlements and ensure alignment with Customer's understanding and expectations
  - c. Create and manage the project governance, to include the following plans:
    - · Project and schedule
    - Communication
    - Resource
    - Escalation
    - · Change Management
    - Test
    - Action and risk register
  - d. Set up project documentation and timelines in collaboration with the designated Customer SPOC
  - e. Complete resource assignment and scheduling based on the mutually agreed upon project plan
  - f. Identify, communicate, and mitigate project risks and issues
  - g. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
  - h. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
  - i. Perform closure procedures at the conclusion of project activities

**Table 2: Project Entitlements** 

Counts		
Up to 12		
Up to 12		
1		
Up to 1,100		
10		
215		
Up to 40		
Up to 125		
Up to 16 days		
Unlimited		

Prepared by: Mike Stewart

# **RingCentral**

Enhanced Training – Bronze Tier	1
(Training Plan Consulting and instructor-led training up to ten (10) hours)	<u> </u>

#### 2. RingEX Planning and Design

- RingCentral Planning and Design ("P&D") and Business Requirements Document ("BRD")
  - a. RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project which will consist of structured planning activities to support the entitlements outlined in the table below:
  - b. During the Planning & Design sessions, Customer will provide required data and contribute to the universal design documentation across all lines of business / business units.
  - c. Details within the data collection include:
    - Customer Site Information
    - User Upload
    - Data collection for End-User and Administrator Training
    - Porting data
  - d. Unique call flow(s)
    - Configuration of up to five (5) main numbers
    - Up to three (3) call flows per site
    - Up to 5 custom rules per main number
    - Up to 2 menus (IVR) per main number
    - A combination of up to ten (10) call queues & ring groups per main number
  - e. Replicated Call flow(s)
    - Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups
  - f. Roles and Permissions
  - g. Delivery Overview
  - h. BRD completion
- ii. The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities.
- iii. Additional data collection sessions are available for further breakout by country or user group via the Change Order process.

#### 3. RingEX User Interface ("UI") Build

- i. For the quantities specified in "Table 2: Entitlements", RingCentral will remotely configure the following parameters in the system ("UI Build") based on the specifications agreed upon between the parties in the BRD:
  - a. Users
  - b. Locations
  - c. Callflows by Site or User Group
  - d. Call Queues or RingGroups
- ii. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)
- iii. Customization of the above parameters is available via the Change Order process

#### 4. Customer Telephone Porting

 RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)

# RingCentral

- ii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iii. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or implementation/go live event:
  - a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
    - Any additional port rejections will be the responsibility of the Customer
    - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s),
       billing information, and authorized signer for each location
    - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers
  - b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
    - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
    - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
    - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
    - Any additional support required after the ten (10) day period can be obtained via a change order
    - Porting outside of project follows RingCentral Numbering Policy https://www.ringcentral.com/legal/policies/numbering-policy.html

#### 5. Customer User Acceptance Testing

- i. UAT Assumptions
  - a. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed upon design documentation
  - b. Customer will define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the design documentation as the document of record prior to UAT execution
    - If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
  - c. Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
    - Upon Customer request, RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria
  - d. Customer will document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing
    - Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
    - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing

Prepared by: Mike Stewart Date: 9/5/2025



- e. Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
  - RingCentral will append the design document output to include completed UAT criteria in the final published output document

#### ii. **UAT Requirements**

- a. Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and
- b. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
- c. Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process
- d. Additional UAT support is available via the Change Order process

#### 6. Remote Delivery and Go Live Services

- RingCentral will provide remote go live services as follows:
  - a. Delivery resource during remote Go Live events as defined in Appendix A
  - b. Document open issues in action log
  - c. Transition into support services
  - d. Perform closure procedures at the conclusion of project activities Customer will place handsets at locations listed in Appendix A
    - RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

#### 7. Onsite Delivery and Go Live Services

- RingCentral Professional Services will provide onsite delivery services to perform the following activities not to exceed the number of days identified in "Table 2: Entitlements" and for the locations listed in Appendix A, See Appendix D for additional information regarding the onsite work:
  - a. Testing, staging, and deployment of pre-provisioned RingCentral phones
  - b. Document open issues in action log
- Travel and expenses will be invoiced as actuals ii.
- iii. Additional resource days are available via the Change Order process

#### 8. Site Visits and Project Phases

- Each onsite, in-person visit to a separate Customer location (each "Site") will be considered a "Site Visit". Customer has the following obligations with respect to all Site Visits:
  - a. Maintain and ensure safe working conditions at each Site and promptly inform the RingCentral Project Manager of any known hazardous conditions at any Site prior to any visit by RingCentral personnel.
  - b. Ensure that all Site hardware and network environment meet or exceed the requirements set forth in the Statement of Work and in the "RingCentral VoIP Network Requirements and Recommendations" which can be found at:
    - https://support.ringcentral.com/s/article/9233?language=en\_US
  - e. Ensure that at least ten (10) business days prior to a Site Visit, the Customer Project Manager will provide the RingCentral Project Manager the following information for the Site to be visited:
    - · first and last name, extension number, and email address for delivery of message notification emails of each End User for which the services to be provided under the Agreement ("Services") are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be

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- implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service's bulk configuration utility);
  - written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
  - information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.
- Provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

#### 9. Late Site Visit Change

i.—If Customer cancels or changes the dates of a scheduled visit to a location ("Site Visit") during the ten (10) business days prior to such visit ("Late Site Visit Change"), RingCentral will incur costs and expenses as a result. For each such Late Site Visit Change, Customer agrees that a fair, reasonable, and appropriate charge for such change shall be equal to eight (8) hours of RingCentral then current rate for professional services, in addition to any Service Expenses that have already been expended by RingCentral ("Change/Cancellation Fee"). RingCentral may elect to waive any Change/Cancellation fee or charge on a future invoice.

#### 10. RingCentral Training Services

#### i. RingCentral Online Product Training

- a. The following training resources are available to the customer for learning the RingEX product
- b. Online RingCentral product training includes:
  - Get Started videos and quick guides, available at https://support.ringcentral.com/get-started.html
  - Online training for users and administrators, available at RingCentral University https://university.ringcentral.com
- c. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at https://university.ringcentral.com/en-rex-ilt-ringcentral-rex-live-training
- d. For information on how to purchase additional training (Remote and Onsite Instructor-led Courses), please contact your account representative or your client partner

#### ii. RingCentral Enhanced Training

- a. RingCentral will provide designated resources to provide consultation and tailored training to include:
  - Customized training plan
  - The number of remote instructor-led training hours as outlined in "Table 2: Entitlements"
- b. Enhanced Training services expire 45 days after the final go live. Any training time not used during this period will be forfeited.
- c. RingEX Enhanced Training Information and Terms:
  - Unless otherwise stated, the training services cover the complete implementation project and are not provided for each phase of the implementation
  - Customer and RingCentral agree that sign-off for project completion shall not be withheld by Customer for delays in the scheduling of training services

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- Attendees must complete the prerequisites for each course, as shown in the course information on the instructor-led training catalog
- RingCentral reserves the right to update the instructor-led training catalog at any time
- Training courses cover RingCentral products exclusively and are based on a standard curriculum designed by RingCentral
- Training sessions are hosted by a RingCentral instructor on the RingCentral platform
- Training sessions are considered delivered if Customer cancels less than seventy-two (72) hours prior to the scheduled training or is not present at the scheduled date and time
- All training courses are delivered in English, unless otherwise specified

#### 11. Hours of Operation

- Unless otherwise specified, pricing assumes that Remote Services will be performed between 8:00 AM and 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")
- ii. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

#### B. Customer Responsibilities

#### 1 Customer is responsible for the following (as applicable):

- i. Authorizing the telephone number porting by RingCentral
- ii. LAN/WAN infrastructure
  - a. Network minimum requirements for RingCentral as a Service model
  - b. Quality of Service (QoS) configuration
  - c. Firewall or Access Control List (ACL) configuration
- iii. Power over Ethernet (POE) port activation / configuration
- iv. SMS Campaign Registration (TCR) https://www.ringcentral.com/tcr
- v. Configuration and software installation on Customer PCs
- vi. Decommission and disposal of any legacy equipment
- vii. Provide workspace for RingCentral onsite personnel, as applicable
- viii. Customizations on individual user endpoints, or phone settings
- ix. FAX Machines
- x. Overhead paging
- xi. Postage Machines
- xii. Credit Card or Point of Sale (POS) Machines
- xiii. Door buzzer or Automatic Door Controller
- xiv. Third party SIP phones
- xv. Headsets
- xvi. Analog Devices such as fax machines
- xvii. Third party Applications
- xviii. Input Registered E911/Emergency Services Address and location information to Service Web
  - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix C

#### C. General Terms and Conditions

#### 1 Professional Services Completion

i. Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW.

# RingCentral

#### 2 Invoicing and Payment

Invoicing and Payment of Professional Services Fees: All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

#### 3 Termination

- i. Termination: Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. Effect of Termination. If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
  - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
  - b. all applicable Service Expenses incurred; and
  - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

#### **Delays and Changes**

- Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix B, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
- i. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees
- ii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees
- Services not explicitly specified in this SoW are considered out of scope and will be addressed with a iii. separate SoW or Change Order

## **Project Phasing**

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that ii. are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase



iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

**In Witness Whereof**, the Parties have executed this Statement of Work below through their duly authorized representatives.

Customer	RingCentral
Hall County Government	RingCentral, Inc
Signature:	Signature: Michael Fiocca
Name:	Name: Michael Fiocca
Title:	Title: AVP, Public Sector Sales
Date:	Date: 10/6/2025

APPROVED AS TO FORM

Nathaniel R. Anderson, Senior Assistant County Attorney

## Appendix A Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite	Rate per Site
Emergency Services Complex	470 Crescent Drive Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Government Center	2875 Brows Bridge Road Gainesville Georgia 30504	TBD	On-Site	1	2	n/a
Extension Agency	734 East Crescent Drive Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Courthouse	225 Green Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Courthouse Annex	116 Spring Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Building Maintenance	1694 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Park and Leisure	1674 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a

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Public Works	1670 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Quartermaster	1680 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
Health Dept Extension	450 Prior Street Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Public Defender	111 Spring Street, Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Correctional Institute	1698 Barber Road Gainesville, Georgia 30501	TBD	On-Site	1	2	n/a
Detention Center	1700 Barber Road Gainesville, Georgia 30507	TBD	On-Site	1	2	n/a
East Precinct	6059 Main Street, Lula, GA 30554	TBD	On-Site	1	2	n/a
North Precinct	122 Dean Street, Clermont, GA 30527	TBD	On-Site	1	2	n/a
South Precinct	7345 Cody Road, Flowery Branch, GA 30542	TBD	On-Site	1	2	n/a

Appendix B Sample Change Order Form

#### RingCentral Professional Services

#### Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the "PS Agreement") by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work ("SOW") indicated below as modified by this Change Request. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

Effective Date of PS Agreement:	Effective Date of SOW:		
MM/DD/YYY	MM/DD/YYY		
Project Name:	Customer Name:	Original Quote Number:	Change Order Quote Number:
Request Date:	Requested by:	Requestor Phone:	Requestor email:
MM/DD/YYY			
Phase No.			
DE	SCRIPTION OF CHANGE		
			USD\$00COX
	CHANGE DETA	ILS	
Change Item or Deliverable:			
Change From:			
Change To:			
Reason/Justification for Change:			
Impact to Schedule:			
Impact to Project Cost:			
Assumptions / Constraints / Dependencies:			
Risks:			
Test Plan:			
Backout Plan:			
Change Window:			
BY SKGNING BELOW, the Parties have each caused of date Customer signs below (the "Effective Date").  Customer  Customer	Ring	and delivered by its duly authorized rep Central Central, Inc.	presentative as of the
Ву:			
Name:	Nan	ne:	
Title:	Title		
Date:	Date	:	

Appendix C

Nathaniel R. Anderson, Senior Assistant County Attorney

APPROVED AS TO FORM

## Registration of Address and Notification Information - Emergency Dialing

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

- 1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
- Emergency Notifications. For Digital Lines located in the United States, Customer must input and maintain in Service
  Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for
  further information about this obligation, <u>click here</u>). RingCentral will, as a part of the upload described in (A) above,
  also input Customer's emergency notification location, as directed by Customer.
- 3. Customer's Representation and Warranty. Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information, and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

# Appendix D Onsite Subcontractor Scoping Details

1. Matrix-NDI will provide (2) technicians for (16) days to support phone placements and cabling.

#### 1. Seller Responsibilities:

- a) Coordinate with Customer and Service Provider to schedule the performance of the Services.
- b) Communicate all matters that are material in scope to Service Provider.
- c) Ensure that Customer provides full-time qualified, knowledgeable personnel capable of making timely decisions necessary to move performance of the services forward.
- d) Ensure that Customer participates in this project to the extent reasonably requested by Service Provider, and reasonably assists Service Provider with its performance of the Services.

#### 2. General Project Assumptions:

- Customer will provide descriptions and network information including what ports are to be used for VoIP phones.
- b) Low voltage cabling is not included in this proposal.
- c) Network is set up to RingCentral standards ahead of installation. Information can be found at <a href="https://support.ringcentral.com/article-v2/Network-requirements.html?brand=RingCentral&product=RingEX&language=en\_US">https://support.ringcentral.com/article-v2/Network-requirements.html?brand=RingCentral&product=RingEX&language=en\_US</a>
- d) Customer will provide the business and technical specifications desired for this project.
- e) Customer will provide proper electrical power for all devices.
- f) Customer will provide the proper physical environment for all devices.
- g) No lift pricing is included. If a lift is needed, this will be addressed with change to the contract.
- h) Customer will supply dumpsters and locations for disposal of packaging at each site.
- i) Customer will provide adequate and secure on-site storage for all equipment and tools and at each site.
- j) Access will be granted to all work areas without restriction during the required during the timeframe required for the Services.
- k) Ample parking area will be provided.
- 1) Lost time due to access issues will be billed hourly as delay/wait time.
- m) Customer personnel will be available on a timely basis, and when reasonably requested by Service Provider. Customer personnel will provide input, review the services being performed and the items provided by Service Provider, answer questions, provide signoff, and allow Service Provider to gather and validate information, perform reviews and obtain other input.
- n) Customer, Service Provider and Seller will follow Seller's Project Management Methodology for this project. Seller's Project Management Methodology may be attached to this SOW, but if it is not, it is simply as follows: Customer will work with Seller and Service Provider so that together we can define



- roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
- o) Any dates, deadlines, timelines or schedules in this SOW, or subsequently developed schedules, are estimates only, and the parties will not rely on them for purposes other than initial planning.
- p) All work areas are assumed to be an asbestos free environment. Work in any other hazardous material environments is excluded.
- q) Service Provider is not responsible for delays in performance directly caused by the unavailability of the Customer provided or Seller provided components and will have the right to invoice Seller for Service Provider's lost time.
- r) Customer will provide in advance and in writing, and Service Provider will follow, all applicable Customer safety and security rules and procedures.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

#### 3. Project Specific Assumptions:

a) Installation will take place during business hours. Monday-Thursday 7:00am-7:00p.m. local time.