



# Statement of Work

June 1, 2026

Prepared by Logicalis for:

Dupage Cty Clerk of the Cir Court

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## 1. Solution Overview and Pricing

The table below describes Customer's selected Services and the prices for those Services. 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 Service Definition(s) linked in the table below.

This Quotation adheres to the pricing requirements of the NCPA #01-170 contract.

Item	Qty	Part No.	Description	NR Unit Price	MR Unit Price	NR Extended Price	MR Extended Price
<b>Service Type (RIMM/LEC)</b>							
1	1	OSPNC-TS-TRNSTNSRVCS	Transition Services	\$2,681.33	\$0.00	\$2,681.33	\$0.00
1.1	1	MS-CAB	Joint Purchase Agreement	\$0.00	\$0.00	\$0.00	\$0.00
2	4	MS-SMAS-MSOSSP-MGD	Managed Services Only: SSP (Self-Service Plus)	\$0.00	\$26.29	\$0.00	\$105.16
3	1	PRV-SFTW-X86-CTRXXNPPPRMM	Software - Citrix Virtual Apps Premium for Service Providers (per User)	\$0.00	\$19.42	\$0.00	\$19.42
4	1	OSPNC-LGCLSMNTR-PBLCCLD-BSPCKG	Logicalis Monitoring RIMM Base Package (Public Cloud)	\$0.00	\$135.98	\$0.00	\$135.98
4.1	1	OSPNC-LGCLSMNTR-LGCMNTRCLLCTR	- Logic Monitor Collector	\$0.00	\$0.00	\$0.00	\$0.00
5	1	PRV-ENT-VDC	Virtual Datacenter (Location: Logicalis US - I/O West (Phoenix, AZ))	\$0.00	\$0.00	\$0.00	\$0.00
5.1	1	MS-NET-CSCLGCVRTFRW-MGD	- Virtual Firewall Cisco Legacy Management (ASAv)	\$0.00	\$373.02	\$0.00	\$373.02
5.2	1	PRV-ENT-NET-IPSCVPNTNNL	- IPSEC VPN Tunnel Setup	\$0.00	\$0.00	\$0.00	\$0.00
5.3	1	PRV-ENT-NET-BWTH	- Blended Internet Bandwidth - 25 Mbps	\$0.00	\$184.01	\$0.00	\$184.01

5.4	1	PRV-ENT-NET-CSCVFRWLL-ASAV101G	- Cisco Virtual Firewall - ASAv10 (1000 Mbps)	\$0.00	\$207.67	\$0.00	\$207.67
5.5	1	PRV-ENT-LGCLSMNTR-LGCMNTRCLLCTRLRG	- Logic Monitor Collector - Large	\$0.00	\$297.57	\$0.00	\$297.57
5.6	1	PRV-ENT-NET-PRTCNN-1GFXDCPPR	- Port Connection - 1G Fixed Copper	\$0.00	\$17.90	\$0.00	\$17.90
5.7	1	PRV-ENT-NET-VLAN	- Layer 2 Segment (VLAN)	\$0.00	\$31.08	\$0.00	\$31.08
5.8	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Image-WS01)	\$117.75	\$386.02	\$117.75	\$386.02
5.8.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.8.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.8.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.8.3.1	114	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$9.12
5.8.4.1	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.9	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Cherney)	\$0.00	\$311.46	\$0.00	\$311.46
5.9.1	500	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$75.00
5.9.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.9.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80

5.9.4	564	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$45.12
5.9.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.10	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Parker2019)	\$0.00	\$386.02	\$0.00	\$386.02
5.10.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.10.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.10.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.10.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.10.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.11	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Schultz)	\$0.00	\$386.02	\$0.00	\$386.02
5.11.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.11.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.11.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.11.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.11.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23

5.12	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Kingsley)	\$0.00	\$311.46	\$0.00	\$311.46
5.12.1	200	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$30.00
5.12.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.12.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.12.4	264	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$21.12
5.12.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.13	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Tully)	\$0.00	\$311.46	\$0.00	\$311.46
5.13.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.13.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.13.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.13.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.13.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.14	1	PRV-ENT-SVR-WIN-LCSVM8V32R	- Windows Server x86 Server - LCS-VM-8V-32R: (8 vCPU, 32 GB, 82 GB), Windows Server (Name: Mason)	\$0.00	\$590.13	\$0.00	\$590.13

5.14.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.14.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.14.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.14.4	182	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$14.56
5.14.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.15	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Wildwing)	\$0.00	\$311.46	\$0.00	\$311.46
5.15.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.15.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.15.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.15.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.15.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.16	1	PRV-ENT-SVR-WIN-LCSVM8V24R	- Windows Server x86 Server - LCS-VM-8V-24R: (8 vCPU, 24 GB, 64 GB), Windows Server (Name: Dallas)	\$0.00	\$473.75	\$0.00	\$473.75
5.16.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.16.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16

5.16.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.16.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.16.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.17	1	PRV-ENT-SVR-WIN-LCSVM4V8R	- Windows Server x86 Server - LCS-VM-4V-8R: (4 vCPU, 8 GB, 64 GB), Windows Server (Name: Drucker)	\$0.00	\$186.20	\$0.00	\$186.20
5.17.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.17.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.17.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.17.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.17.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.18	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Meneldor-DR)	\$0.00	\$386.02	\$0.00	\$386.02
5.18.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.18.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.18.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.18.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12

5.18.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.19	1	PRV-ENT-SVR-WIN-LCSVM8V32R	- Windows Server x86 Server - LCS-VM-8V-32R: (8 vCPU, 32 GB, 82 GB), Windows Server (Name: Mason2-DR)	\$117.75	\$590.13	\$117.75	\$590.13
5.19.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.19.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.19.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.19.4	132	PRV-BKP-CSBX86-2WSTG	----- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$10.56
5.19.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.2	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Tattoo-DR)	\$117.75	\$386.02	\$117.75	\$386.02
5.20.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.20.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.20.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.20.4	114	PRV-BKP-CSBX86-2WSTG	----- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$9.12
5.20.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.21	1	PRV-ENT-SVR-IBMI	- IBM i Power Systems LPAR,	\$0.00	\$0.00	\$0.00	\$0.00

			<b>IBM i - V7R5 (Name: DUPAGE)</b>				
5.21.1	6750	PRV-IBM-CPW	--- CPW	\$0.00	\$0.19	\$0.00	\$1,282.50
5.21.2	64	PRV-ENT-SVR-IBMRAM	--- Memory	\$0.00	\$21.03	\$0.00	\$1,345.92
5.21.3	2700	PRV-ENT-STG-IBMHDD	--- Enterprise Storage	\$0.00	\$0.20	\$0.00	\$540.00
5.21.4	2	MS-SRV-IBMI-MGD	--- IBM i LPAR Management (Source & Target)	\$0.00	\$734.77	\$0.00	\$1,469.54
5.21.5	2	MS-SRV-IBMI-OSUPDTQRTRLY-MGD	--- IBM i OS Update Package (Quarterly - Source & Target)	\$0.00	\$428.25	\$0.00	\$856.50
5.21.6	1	PRV-ENT-BKP-IBM-VTD	--- Virtual Tape Drive (1-6 per LPAR)	\$0.00	\$26.94	\$0.00	\$26.94
5.21.7	20	PRV-ENT-BKP-IBM-VTL	--- Virtual Tapes Large (1500 GB)	\$0.00	\$8.45	\$0.00	\$169.00
5.21.8	1	PRV-ENT-DR-IBMIPRS	--- IBM i Premium Recovery Services (2 LPAR's - DUPAGE & Web Data)	\$0.00	\$5,763.33	\$0.00	\$5,763.33
5.21.9	6750	PRV-ENT-DR-CPWRES	--- Reserve CPW	\$0.00	\$0.08	\$0.00	\$540.00
5.21.10	32	PRV-ENT-DR-RESRAM	--- Reserve Memory	\$0.00	\$14.20	\$0.00	\$454.40
6	1	OSPNC-MSSRVF	<b>Managed Services Service Fee - (Adhoc)</b>	\$0.00	\$1,000.00	\$0.00	\$1,000.00
7	1	MS-SRV-IBMI-MGD	<b>IBM i LPAR Management</b>	\$0.00	\$734.77	\$0.00	\$734.77
8	1	MS-SRV-IBMI-OSUPDTQRTRLY-MGD	<b>IBM i OS Update Package (Quarterly)</b>	\$0.00	\$428.25	\$0.00	\$428.25

Summary Pricing	Non-Recurring Charges	Monthly Recurring Charges
<b>Transition Services</b> (SPS-OPT-080839-DCCCC-TS)	\$2,681.33	
<b>Remote Infrastructure Monitoring and Management Services</b> (NRC: SPS-OPT-080839-DCCCC-NRC MRC: SPS-OPT-080839-DCCCC-MRCQTR)	\$1,433.97	\$26,776.02
<b>Total Charges</b>	\$4,115.30	\$26,776.02
<b>Total Contract Value (60 Months)</b>	\$1,610,676.50	

Service Definition Links

- [Enterprise Cloud - Backup - IBM i LPAR Backup Services](#)
- [Enterprise Cloud - Backup - VM Backup Services](#)
- [Enterprise Cloud - Disaster Recovery - Virtual Machine Continuous Data Protection](#)
- [Enterprise Cloud - Server - IBM i](#)
- [Enterprise Cloud - Server - MS Windows](#)
- [Enterprise Cloud - Virtualization & Cloud - VDC](#)
- [Managed - Network - Cisco Legacy Firewall](#)
- [Self Service Plus - Enterprise Systems - Self Service Plus](#)

Quoted prices here are estimates based on Customer’s current consumption levels. The underlying actual consumption unit pricing is set forth in the applicable Addendum/Sub-Addendum relating to the Services. Final charges will be determined in accordance with the pricing methodologies specified in the applicable Addendum/Sub-Addendum.

**Pricing Validity.** The pricing quoted herein expires thirty (30) days from the publish date of this SOW. Upon the SOW being fully executed, the pricing shall remain fixed for the length of the Initial Term, except as adjusted as set forth in this SOW.

**Quarterly Under-Charge True-Up.** If the Services are charged, in whole or in part, on a Variable Pricing basis (for example, based on consumption), Customer acknowledges and agrees that monthly charges may fluctuate depending on the applicable variables, but will not be less than the MRC stated in the Table above or in a Sub-Addendum. Once every three (3) months during the Term, Logicalis shall review all charges to Customer based on Variable Pricing that were invoiced in the preceding three (3) months period against actual usage. If Logicalis determines that it has under-charged Customer in the invoices for the Services rendered in the preceding three (3) month period, Logicalis will invoice Customer, and Customer agrees to pay, any such additional “true-up” charges. In addition, if Logicalis determines that Customer’s usage is or will consistently exceed current pricing thresholds, Logicalis may recommend that Customer adjust the MRC into higher variable pricing brackets to account for their increased usage. Any such adjustment will require Customer’s agreement and will follow the Change Management Process set forth below.

**Annual Price Adjustment.** On each annual anniversary of the Commencement Date during the Initial Term, the Pricing stated herein shall automatically increase by three percent (3%) over the prior year’s Pricing to account for inflation, and cost of living increases. This adjustment applies to all of the following: (i) any and all Unit Pricing , (ii) the underlying rate structures used to calculate Variable Pricing (including but not limited to per-user rates, per-device rates, consumption based charges, and

other any tiered pricing methodologies), and (iii) out-of-scope T&M rate stated in Section 4. For greater certainty, the three percent (3%) increase shall apply to the rates themselves, not to the volume or quantity of units consumed.

## 2. Terms & Conditions

This Statement of Work ("SOW") is made and entered into pursuant and subject to the terms and conditions of the Master Solutions Agreement between Dupage Cty Clerk of the Cir Court and Logicalis, Inc., dated December 5, 2012 and are incorporated herein by reference. All services and other items not specifically detailed in this SOW are considered out of scope. All capitalized terms in this SOW shall have the same meanings as defined in the Agreement, unless otherwise specifically defined in this SOW.

The terms of this SOW may be set forth within this document itself (the "SOW-Specific Terms") or on webpages linked by URL herein (the "Service Definitions"). The SOW-Specific Terms are intended to set forth objectives, commitments, and engagement-specific transactional terms which may include, without limitation, price and payment, SLAs, SOW duration, and termination. The Service Definitions are intended to set forth solution-specific Service descriptions and assumptions as well as widely applicable transactional terms which may include, without limitation, Change Management, expense reimbursement, and invoicing.

The Service Definitions are regularly updated by Logicalis, and the current version of a given Service Definition is as described on the webpage for such Service Definition. By executing this SOW, Customer acknowledges that the Service Definitions are subject to change without notice at Logicalis' sole option and discretion. Customer agrees that the Service Definitions, including revisions thereto which occur after the execution of this SOW, are incorporated herein by reference, shall apply and govern this SOW, and shall be given the same force and effect as if they were expressly set forth in full within this document itself. To the extent that any Service Definitions are inconsistent with the SOW-Specific Terms, the Service Definitions shall control unless such SOW-Specific Terms expressly reference the applicable inconsistent Service Definitions and clearly state that the specific SOW-Specific Terms shall supersede the inconsistent Service Definitions. Logicalis continually endeavors to improve the services it offers to its customers. Accordingly, during the Term, Logicalis reserves the right to modify the SOW-Specific Terms at any time for the purpose of improving the Services or delivery thereof (examples of such modifications include, but are not limited to, enhancement of existing or addition of new technological support, changes in tools or systems, and similar modifications to services ), provided, that such modifications shall not change the agreed upon service levels, pricing, or the Term (which would require a PCR signed by both parties).

If an addendum with special terms applicable to a general category of Services (each an "Addendum") or a sub-addendum with special terms applicable to a specific line of Services (each a "Sub-Addendum") is attached to this SOW, such terms apply to any applicable Services provided under this SOW. In the event of any inconsistencies between the terms of this SOW and any Addendum or Sub-Addendum, the inconsistency shall be resolved according to the following order of precedence: (1) The terms of the applicable Sub-Addendum; (2) The terms of the applicable Addendum; and (3) the terms of the SOW. For the avoidance of doubt, Addendum- and Sub-Addendum-specific terms are considered SOW-Specific Terms.

## 3. Service Level Agreements (SLAs)

Any service level agreements or service level objectives applicable to this SOW are as set forth in the Addendum attached hereto.

## 4. Out-of-Scope Requests, Expenses, & Billing

### Out-of-Scope Requests

Any non-recurring Services within the scope of this SOW will be billed to Customer on a time-and-materials ("T&M") basis. For the first year of the Initial Term, the standard T&M rate is \$290.00 per hour. This rate is subject to the Annual Price Adjustment throughout the duration of the Term. A minimum charge of one (1) hour for off-site Services and eight (8) hours for on-site Services may apply. Should any such out-of-scope 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 standard T&M rate will apply.

Any request by Customer for delivery of Services outside of the scope of this SOW, including any non-recurring services requests, will be evaluated by Logicalis on a case-by-case basis and, if approved by both parties, will be executed through a separate SOW or a Project Change Request to this SOW. This process is set forth in full under the "Change Management Process" section below.

### Travel Expenses

Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include costs incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of \$65.00.

### Invoicing

Invoicing for charges relating to out-of-scope service requests and travel expenses will occur once per month at the end of the month in which they are incurred, as applicable.

Invoicing for all other charges, including MRC, will occur once per month at the end of the month.

All charges are due within thirty (30) days of the date of invoice unless otherwise set forth in the Agreement.

### Setup / Onboarding

Logicalis provides setup Services as part of the onboarding process of the Services set forth in Section 1. Such Services are billed as onboarding charges, if any, upon execution of this SOW and are as set forth in the table under Section 1.

Solution-specific setup and integration terms are provided within the Service Definitions and/or an Addendum to this SOW, where applicable.

### Audits

If Customer requests that Logicalis perform activities in support of or in cooperation with Customer's audit of the Services performed under this SOW, including but not limited to requests for custom reports, information gathering, and conference calls with internal or external auditors ("Audit Related Activities"), such Audit Related Activities, as well as all training costs if required for Logicalis or its personnel to meet Customer's specific compliance requirements in relation to Customer's audit, will be charged at the T&M rate(s) set forth in this SOW.

## 5. Change Management Process

### Process

Changes to this SOW will be negotiated separately through the Change Management process set forth herein. "Change" shall mean the addition, modification or removal of any Services or Service components that could have an effect on Services or delivery thereof. Examples of Changes include, without limitation, modifications to the scope of Services, modifications to the term of this SOW, and pricing changes, but do not include modifications to the Agreement or terms that are otherwise legal

in nature. As the term is used herein, "Change Management" means the process of tracking and managing Changes throughout their life cycles.

In the event either party desires to effectuate a Change to this SOW, the parties shall follow the following procedures:

- Either party shall notify the other party of any requested Changes. These Changes may be requested via the Logicalis ticketing system.
- Following Logicalis' review of Customer's request (if applicable), Logicalis may deliver a Project Change Request ("PCR") to Customer identifying the Changes and any cost or time impact 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 Statement of Work, which may include modifications to the contracted Services and/or prices.
- If both parties agree to implement the Project Change Request, the authorized representative of each party will sign the Project Change Request, indicating the acceptance of the Changes set forth therein by each party.

### **Executed Project Change Requests**

Each fully executed Project Change Request will be incorporated into, and made part of, this SOW. If Project Change Request or PCR is defined using different terminology in the Agreement, "Project Change Request," as used herein, shall have the same meaning.

Neither party is under any obligation to implement any Changes set forth in a Project Change Request until such time as the Project Change Request has been executed by both parties.

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

### **Change Requests Involving a Removal of Services or Reduction in Scope**

In the event that Customer requests a Change involving the removal of any Services or a reduction in the scope of Services resulting in a decrease to the MRC, provided that Logicalis agrees to execute a PCR to effectuate such a Change, then such reduction in scope or removal of the Services shall not take effect until no less than 30 days from the date the PCR is executed.

If, at any point during the Term, the cumulative effect of all executed PCRs results in a reduction of the MRC to below 70% of the Original MRC, then Customer shall pay a volume reduction fee equal to 25% of the difference between the Original MRC and the then-current MRC. The volume reduction fee will be invoiced monthly and apply each month until a PCR is executed to increase the MRC in excess of 70% of the Original MRC.

As used in this SOW, the term "Original MRC" means the MRC as of the Commencement Date. For greater certainty, if the total MRC set forth in the pricing table in Section 3.1 is adjusted prior to the Commencement Date as part of the network discovery and assessment phase, the updated MRC set forth in the corresponding PCR is the Original MRC.

## **6. Term**

### **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 be deemed the earlier of the following: (a) sixty (60) days after execution of this SOW or (b) acknowledgment by Customer, in Customer's reasonable judgment, that any required onboarding Services have been completed and that it is prepared for Logicalis to commence delivery of monthly recurring Services. Logicalis will begin setup Services after this SOW is executed and will begin billing the customer for

the setup 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 such monthly recurring Services upon invoice and in accordance with all applicable payment terms.

### **Term & Renewal**

Term. The initial term of this SOW is ("Initial Term") is sixty (60) months and will commence on the Commencement Date. Customer may elect to extend the Initial Term for up to two (2) months by giving Logicalis written notice no less than 30 days before the expiration of the Initial Term ("Renewal Term", together with the Initial Term is referred to as the "Term"). The MRC for the Renewal Term will automatically increase by twenty percent (20%) over the MRC set forth in the Initial Term.

**Early Termination.** Customer may not terminate this SOW for convenience during the first thirty-six (36) months of the Term ("Minimum Term"). After the Minimum Term, Customer may terminate this SOW for convenience upon a minimum of one hundred and twenty (120) days' prior written notice to Logicalis; provided, that such termination will not become effective unless and until Customer has paid all of the following: (i) any outstanding invoices; (ii) the costs incurred by Logicalis to decommission any equipment, software, or systems dedicated to the Services, which will be billed at the T&M rates; (iii) the remaining balance owed of the Total Extended Price as set forth in the Pricing Table relating to any equipment, software, third-party services, and any other customer-specific assets resold to Customer or that are acquired or licensed by Logicalis in connection with performing its obligations under this SOW for Customer; (iv) any undepreciated value of implemented client-specific dedicated infrastructure. Logicalis will invoice for the costs described in (iii) and (v) after receiving the termination notice. Logicalis will invoice Customer for remainder of the foregoing charges associated with such early termination once such costs are determined.

## **7. Setup Responsibilities & Assumptions**

### **A. Customer Responsibilities – Customer shall:**

- Without limiting the specificity of the following, provide all onboarding information requested by Logicalis, including, at a minimum, contact information (telephone, cell phone, e-mail), for Customer personnel involved in overseeing or interacting with Logicalis.
- For all Customer responsibilities, including but not limited to requests by Logicalis, approvals, actions, changes, and provision of information, Customer shall fulfill such responsibilities promptly and within any timeframes set forth herein or otherwise agreed between Logicalis and Customer.
- Provide a point of contact with authority to act and make decisions for Customer in all aspects of the Services, including modifications of existing Services through PCRs, to Logicalis. Such point of contact may be changed by Customer by providing written notice to Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.
- Complete Logicalis' information requests as necessary for completion of onboarding and enablement of Services and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis.
- Provide necessary prerequisites as identified by Logicalis, including but not limited to:
  - Initial environment access for deployment of Logicalis' access mechanisms
  - Required compute / infrastructure / networking (including any associated financial impact) requested by Logicalis for the deployment of Logicalis tooling and / or access technologies.
  - Approval to work with third parties engaged with or contracted by Customer (if required)

- Other resources (such as Customer Project Manager or subject matter experts)
- In addition to other documentation identified in this section, provide existing knowledge documentation or, if required by Logicalis to facilitate performance under this SOW, create knowledge base articles for services, which may include, without limitation:
- Any maintenance schedules for servers (scheduled downtime, etc.)
- List of certificates and any systems / applications applicable to them
- Any / all system passwords (relative to the scope of Services)
- Topology diagrams (as applicable)
- Business applications and infrastructure dependency mapping
- Monitoring platform alert notification contacts.
- Identify any unique/custom VM or other deployments – e.g.: a checklist or running script.
- Make available relevant subject matter experts to facilitate knowledge transfer.
- Provide 3rd party Vendor Contacts list, sites and primary list and software management/licensing details (if applicable) and keep updated.
- To the extent the Services rely upon, involve, or interact with Microsoft Products (including Cloud Services), Customer shall, at no additional cost to Logicalis, grant and maintain the necessary delegated administrative permissions required to deliver the Services, including but not limited to: (i) Microsoft Partner Center delegated administration; (ii) Microsoft Lighthouse access and role assignments; and (iii) any required Azure, Entra ID, or Microsoft 365 administrative roles.
- In addition, the Services assume that Customer maintains an active Microsoft Cloud Services Provider (“CSP”) agreement with Logicalis for the duration of the Term of this SOW and further that Logicalis is the CSP partner of record for customer with the authorization to engage directly with Microsoft for licensing, support, and escalation purposes as necessary to perform the Services. Where Logicalis is not the Customer’s CSP, Customer shall ensure that Logicalis is granted all required delegated administrative rights through Microsoft Partner Center and Microsoft Lighthouse to perform the Services. Customer shall provide and maintain current contact information for its CSP provider and authorize Logicalis to engage directly with such CSP for technical support, licensing, and Microsoft escalation purposes as required to deliver the Services.
- Provide a distribution list within Customer’s email service for alarm notifications, and ensure that Logicalis is kept up to date with changes to distribution list alarm notification contacts.
- Complete Logicalis’ user information requests so that applicable portal licenses can be enabled.
- Conduct knowledge workshop and if identified as required job shadowing across all areas in scope.
- Participate in meetings to understand processes for assignment, escalation, Change enablement, and status communication.
- Customer acknowledges that during the performance of services, Customer may be asked to download software as part of or to facilitate or enable such services. In downloading or receiving such software, Customer acknowledges that it has received the software from Logicalis for use in its internal systems only and agrees to only use the software internally according to the instructions set forth by Logicalis.
- Configure devices to report SNMP traps unless otherwise provided in this SOW.

- Work with Logicalis' engineers to tune alarm thresholds where necessary.
- Complete Logicalis' configuration requests detailing Customer's technical environment.
- Follow applicable vendors' device recommendations for all devices that are not hosted by Logicalis; for example, recommendations or specifications for cooling and room temperature.
- Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of its VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN must be a persistent LAN-to-LAN connection.
- Implement Logicalis' recommendations in general. Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's failure to implement Logicalis' recommendations.
- Work with Logicalis to determine the severity, course of action, and remote assistance for issue resolution.
- Where necessary, provide personnel to work with hardware vendor service personnel requiring on-site access.
- Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently causing or may potentially cause future problems.
- Provide access to vendor ticketing system where required.
- Customer acknowledges that billing will commence in accordance with the Commencement Date provision above despite Customer's failure to fulfill its obligations under this Responsibilities and Assumptions section, regardless of whether Service enablement is feasible.
- Comply with and agree to the General Responsibilities and Assumptions set forth at [www.us.logicalis.com/gcr](http://www.us.logicalis.com/gcr), which are incorporated herein by reference, which apply to Onboarding and any Professional Services provided under the SOW.

**B. Logicalis Responsibilities**

1. Portal setup, including access to reports and dashboards as set forth in an applicable Service Definition.
2. Participation in meetings to discuss processes for assignment, escalation, Change enablement, and status communication.
3. Connectivity setup on Logicalis' network including IP addressing information, VPN connectivity, testing, and documentation of Customer's networking support contacts.
4. Agent, smart plug-in (SPI), or probe installation and configuration.
5. Provide a point of contact with authority to act and make decisions for Logicalis in all aspects of the Services, modifications of existing Services through PCRs, to Customer. Such point of contact may be changed by Logicalis by providing written notice to Customer.
6. Enable reports and portal setup for Service delivery.

**C. Assumptions**

- Software applications and services not expressly provided under this SOW are excluded.
- Client-side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work, which may be at additional charges.
- Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely

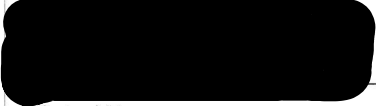

and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer must provide all requested integration data within five (5) days from execution of the SOW. If all such data is not provided within such five (5) day period, Logicalis will follow up, by phone or email, after the five (5) day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.

- Logicalis maintains an information security and compliance program designed to protect Customer Data and Logicalis-managed systems, which includes controls aligned to industry standards and independent assessments (ISO 27001, SOC 2, NIST CSF, and SSAE21) (the "Baseline Controls").
- Logicalis will apply the Baseline Controls to the Services. Any Customer-required controls or attestations beyond the Baseline Controls (including configuration, documentation, assessments, or audits unique to the Applicable Frameworks) must be scoped, scheduled, and priced expressly within this SOW or a mutually executed PCR.
- Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
- All equipment is housed on Customer's premises or premises which Customer is entitled to use for storage of such equipment for the Term unless stated otherwise in this SOW.
- Connectivity between Logicalis and Customer facility will be via a VPN connection.
- Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
- 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.
- Customer will be directly responsible for all hardware and software maintenance contracts.
- 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.
- Any hardware or software deployment is the responsibility of Customer unless specifically stated herein and agreed upon by both parties.
- If this SOW calls for Logicalis to meet any of the Applicable Frameworks (as defined in this SOW), Customer acknowledges that Logicalis' ability to meet such Applicable Frameworks depends on Customer's implementation of customer-side controls (including, without limitation, identity/access governance, data classification, application configurations, and end-user processes) and on Customer's timely cooperation and accurate disclosure. Logicalis' obligations under this Section are limited to the scope and systems within Logicalis' control as defined in the SOW. If a change in law, regulation, standard, or a new Customer requirement materially impacts the Services, the parties will in good faith update the SOW to adjust scope, timelines, and fees accordingly.
- Service pricing is based on a fully deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review by Logicalis. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.

## 8. Statement of Work Acceptance

The parties hereto have caused this SOW to be executed by their duly authorized representatives set forth below. . Any reference to a purchase order number is for an administrative accommodation only and does not indicate Logicalis' acceptance of any terms and conditions referenced on or attached to such purchase order, such terms are expressly rejected by Logicalis.

This Statement of Work is accepted and agreed to by:

Accepted By:	Accepted By:
Customer	Logicalis, Inc.
Signature 	Signature 
Printed Name <i>Candice Adams</i>	Printed Name Melissa Hooker
Title <i>DuPage County Circuit Court Clerk</i>	Title Director, Managed Services Operations
Date <i>6/1/26</i>	Date 6/2/2026   12:21 PM EDT
Customer P.O. Number (if provided)	Logicalis Engagement Number (when available)
Billing Contact:	Billing Contact Correction:

### Copyright Information

Copyright in this document is and shall remain vested in Logicalis. It has been issued in confidence and is applicable only to the purpose for which it was requested. This document may not be reproduced, in whole or in part, except with the consent in writing of Logicalis, and then only on the condition that this copyright provision remains included in the reproduction and Customer undertakes to ensure agreement is procured from all other parties to the terms of this provision.

### Confidentiality Statement

The contents of this document are confidential and proprietary to Logicalis. This document is provided to Customer on the condition that Customer does not disclose the information contained herein to any third party without the written consent of Logicalis. Customer further agrees not to disclose the contents hereof internally other than to those of its agents, principals, representatives, consultants or employees who need to know these contents for the purposes of Customer's evaluation of the document and who are bound by substantially similar confidentiality obligations.

Customer further agrees, and shall obtain agreement from any third party to whom this document is provided as set forth above, to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care.

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## Managed Services Addendum

The terms of this Managed Services Addendum apply and are incorporated into the SOW to the extent that Logicalis provides Managed Services or Monitoring-Only Services. "Managed Services" means any Services involving full-service monitoring and management of Customer's Configuration Items, while "Monitoring-Only Services" are any Services involving only monitoring of Customer's Configuration Items. Managed Services and Monitoring-Only Services may include such services as are defined in a Sub-Addendum attached to the SOW. For purposes of this Managed Services Addendum and any Sub-Addendum, "Configuration Item" or "CI" means the device or software instance being monitored or managed under this SOW. Any capitalized terms used herein shall have the meaning ascribed in the SOW.

### 1. Setup Responsibilities and Assumptions

#### A. Customer Responsibilities

- a. Customer shall:
  1. Provide notification, alert, and escalation contacts to Logicalis based on priority and device types. Customer must document who will be notified and how notification will be received (Customer may request single or multiple notifications and specify an escalation path).
  2. Modify self-service user account information as required and upon any changes to such information.
  3. Without limiting the generality of any other provision in this SOW, assign and make available a contact person with the authority to make decisions regarding Logicalis' delivery of services, including but not limited to Incident resolution, Change Management, and request fulfillment. Customer acknowledges and agrees that Logicalis may, without penalty, pause SLA timers if the Customer contact is not available to provide necessary information or make necessary decisions and that such unavailability constitutes a Pause Condition.
  4. Enable event forwarding to Logicalis' management systems; i.e., Customer will open all Logicalis required ports to enable monitoring and management.
  5. Provide any access and information required for Logicalis to perform management or monitoring actions under this SOW. SLA timers are paused while Logicalis is waiting for such action to be taken by Customer or a vendor, where applicable.
  6. Ensure that all CIs are installed, set up, configured, and fully operational prior to any onboarding activities.
  7. Provide all relevant information for all CIs, including an identification of each CI to be supported, support identifiers, IP addresses, host names, serial numbers, IDs, passwords, support contract details and contact information, and configuration documentation.
  8. Customer shall maintain a valid hardware or software support contract for each CI for the duration of this SOW, and any CI not covered by such a support contract is outside the scope of this SOW. Hardware external to the managed / monitored device enclosure is excluded from any applicable service level agreements or service level objectives. Software applications not specifically listed in such service level agreements or service level objectives are excluded. Notwithstanding anything herein to the contrary, Logicalis disclaims all responsibility and liability for CIs not supported by a vendor support contract, including, without limitation, any service level agreement or service level objective penalties which might otherwise be incurred.

#### B. Logicalis Responsibilities

1. 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. Logicalis provides remote monitoring or management services for CIs owned or properly licensed by Customer. Customer owns (or otherwise possesses all rights and licenses necessary for Logicalis to monitor and/or manage) and will continue to own (or otherwise possess all necessary rights and licenses for Logicalis to monitor and/or manage) all CIs being monitored or managed.
2. Customer will grant Logicalis personnel access to support contracts and vendor information and grant Logicalis the ability to place support calls on behalf of Customer.
3. Customer servers require remote console access such as KVM, console cards, or RILO cards to establish remote communications. This technology must be provided by Customer.
4. Host names or IP addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require additional services, billed on a T&M basis, to reconfigure.
5. For Managed Services, Logicalis provides ticketing system functionality designed to ensure that Customer's disaster recovery ("D/R") service fail-over functionality is accommodated in Logicalis' ticketing system functionality. Customer must identify its production/primary devices and fail-over devices. In the event Customer's production server fails and Customer's D/R server is activated as the primary server, Customer may call Logicalis and request that such specific D/R server be moved to "D/R Active" status. Thereafter, Logicalis will confirm that Customer's production server is in failed mode and will then activate Customer's "D/R Active" status (in Logicalis' ITSM system) 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 deactivate the D/R status. Customer will also be responsible for identifying D/R & production device relationships during the onboarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.
6. A monitoring hub is required at each Customer network-isolated data center. The monitoring hub shall be a virtual device unless otherwise agreed between Logicalis and Customer. Logicalis requires full administrative access to this device in Customer's environment. If Customer does not provide full administrative access to this device, additional T&M charges will apply for any activities requiring coordination with Customer's administrators, and an additional fifty percent (50%) upcharge to MRC will be applied to any device where Logicalis does not have administrative system access. Customer shall pay setup fees for integration work between Logicalis' monitoring API and Customer's ticketing system, and Customer shall provide knowledgeable resources to assist with this integration. The Customer can choose Logicalis-provided devices or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Logicalis has full redundancy in its monitoring technology. Customer by default does not have full redundancy in its on-premises hub that is responsible for the collection of monitoring data from CIs. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner thereby providing full redundancy. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. A URL, username, and password will be provided to allow Customer access to the monitoring reporting.
7. 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. Customer will be provided advance notice of any maintenance or planned interruption to any element of the Services (for example, access to Logicalis' service portal).

- 8. All onboarding activities will take place remotely unless otherwise stated in this SOW. Any request by Customer for onsite engagement will be considered by Logicalis but may incur additional charges.

**Logicalis Hardware**

Any equipment (including but not limited to VPN routers and universal hub appliances) provided to Customer by Logicalis as part of the Managed Services or Monitoring-Only Services remains the property of Logicalis. Equipment that is not returned to Logicalis within thirty (30) days from the date of termination of this SOW will be charged back to Customer at the then-current manufacturer’s suggested retail price(s) for such equipment, and Customer agrees to pay Logicalis any such amount.

**2. Service Level Agreements (SLAs)**

The Service Level Agreements applicable to the Managed Services sold under this SOW are as set forth hereunder.

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” or “Target Resolution Time” means the amount of time in which Logicalis will endeavor to resolve an Incident (for high, medium, and low service levels). Failure to meet a TRT does not constitute a breach of this SOW. An “Incident,” as the term is used herein, is an unplanned interruption to a service or reduction in the quality of a service.

For the avoidance of doubt, SLAs and resolution [remediation] apply only to Managed Services. To the extent the Services are Monitoring-Only Services, no SLAs or resolution apply. Incident resolution for Monitored-Only Services may be performed on a T&M basis. SLAs do not apply for the first sixty (60) days after Commencement Date.

\*\* Customer may request to receive email notifications for these Incidents.

**Priority Calculations**

**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.

**Incident Priority Matrix**

	Device Impact		
Event URGENCY	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.

**SLA Penalties and Refunds**

If any TRT from the corresponding table above is not met, an SLA penalty shall be paid to Customer in accordance with the penalty percentages set forth in the table below and the calculations set forth further below:

**Service Level Penalty Percentages**

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)  $\times$   $P$  (Penalty %)  $\times$   $V$  (CI Value) = Penalty paid per Incident incurring a missed TRT

Where:

- $E$  = Exceeded Hours - The total number of elapsed hours between the Target Resolution Time and the time the specific Incident is resolved. This is for Closed Incidents in the given month and excludes hours elapsed due to Pause Conditions. "Closed" Incidents are Incidents which have been (1) opened by Customer's notification of the Incident to Logicalis or Logicalis' detection of the Incident and then (2) resolved by Logicalis, without any further complaint or objection by Customer within five (5) days thereafter after such resolution. "Pause Conditions" are conditions beyond the reasonable control of Logicalis which prevent partial or complete resolution of the Incident or avoidance of the Incident, including but not limited to circumstances in which action by Customer or a third party is necessary for resolution. Calculation example: A P1 incident has 4 TRT hours. If the total elapsed time is 5.5 hours, then Exceeded Hours = 1.5 hours.
- $P$  = Penalty % - This is derived from the Service Level Penalty Percentages table above. Each Incident is assigned a specific priority level as set forth in the Priority Calculations above, and each priority level has a corresponding Penalty %.
- $V$  = CI Value - This is the MRC paid or owed by Customer for the full month immediately preceding the Incident for the device or software instance being monitored or managed under this SOW (each a "Configuration Item" or "CI") associated with the Incident for which Logicalis missed the TRT.

Additional Penalty Terms:

- 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 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.
- In addition to any other limitations on SLA penalties set forth in this SOW, 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 as an "invalid missed SLA" and will not be counted toward a penalty payment.
- All Customer obligations 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's changes in the environment, that Incident will not give rise to a penalty calculation or payment. Any failure to meet a TRT with respect to a CI which is not in compliance with all terms of this SOW (including, without limitation, failure to maintain any applicable vendor support contract), will not give rise to a penalty payment hereunder.

SLA and Incident Handling Terms:

- Incidents related to system or service availability are considered resolved and the TRT met (if resolved timely) when the service is restored even if in a workaround state. In such an event, Logicalis will continue to address the underlying problems for complete resolution.
- "Email Notification" referred to in any Service Level Agreement table above is delivered in the form of an automatic system-generated message.
- In addition to an Email Notification, for Priority 1 Incidents affecting managed CIs, Customer will receive a phone call within fifteen (15) minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information for such phone calls.
- A TRT timer is paused when an Incident is due to a Pause Condition(s).
- SLA timers are paused when an Incident requires a Change to be executed for resolution. The timers will pause from the initiation of the Change Management process to the completion or

cancelation of the Change Management process. If Logicalis does not manage or monitor a CI(s) that prevents its ability to detect an Incident(s), then such Incident(s) is considered outside of Logicalis' control and no penalty will apply.

- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life cycle. For example, this may apply if initial information provided by any Customer user reporting an issue or making a request (each a "Caller") is discovered to be inaccurate.

The penalties and/or credits provided under this section are Customer's sole and exclusive remedy with respect to any failure by Logicalis to meet the SLAs described herein.

**Engagement**

Customer will engage Logicalis for Incident resolution or service requests using the following methods of communication: Email: Standard Logicalis support (or Customer-specific) email address in Logicalis ITSM

- Phone: Authorized Customer personnel may escalate tickets by phone to Logicalis' support team
- Portal: Authorized Customer personnel may log and review the progress of their tickets within Logicalis' ITSM self-service portal

Based on the actual or perceived priority of a given Incident or request, Customer must engage Logicalis for support in accordance with the following table:

Priority	Logging Options
P1	Must be logged by phone (where identified by Customer and not by Logicalis' systems).
P2	Must be logged by phone (where identified by Customer and not by Logicalis' systems).
P3	May be logged via any available mechanism.
P4	May be logged via any available mechanism.
P5	May be logged via any available mechanism.
Service Requests	May be logged via any available mechanism sufficient to ensure that any required information is provided to Logicalis, with a preference to utilize the web portal.

Logicalis will not be obligated to pay an SLA penalty payment(s) otherwise arising from an Incident(s) if the above procedure is not followed with respect to the applicable CI(s).

## Managed Enterprise Cloud Services Addendum

The Logicalis Enterprise Cloud is a multi-tenant environment and provides secure, virtual operating environments supporting network services via a Virtual Data Center (VDC) and selected operating systems with compute, memory, and storage delivered via a Virtual Machine (VM) and/or Logical Partition (LPAR).

### 1. Setup Responsibilities and Assumptions

#### A. Customer Responsibilities

Customer shall:

1. Customer is responsible for third party application software licensing and associated financial obligations for any software deployed on Customer's Enterprise Cloud. Prior to deploying any software, including trial software, on Customer's Enterprise Cloud, Customer must notify Logicalis of any such software, provide details regarding such software as requested by Logicalis, and provide Logicalis with the applicable vendor documentation which evidences that Customer is entitled to deploy the software on Customer's Enterprise Cloud.
2. Logicalis reserves the right to audit Customer's Enterprise Cloud resources and software deployed thereon at any time to ensure that Customer is in compliance with the terms of the SOW and the terms of any applicable vendor documentation, and further as necessary for Logicalis to confirm compliance with any legal or contractual requirements applicable to Logicalis. Customer agrees to fully cooperate with Logicalis on any audit requests, including by providing documentation and evidence necessary to confirm the existence of, and Customer's compliance with, any vendor requirements or restrictions.
3. 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.

### 2. Service Level Agreements (SLAs)

#### Logicalis Cloud Suite – Enterprise Cloud Availability

Logicalis maintains 99.9% availability for all Enterprise Cloud services. Unscheduled Downtime occurs when the Customer's Enterprise Cloud services are unavailable as defined below.

**Availability:** Availability for each Customer's Enterprise Cloud services will be calculated daily using the following formula:

$$\text{Availability} = (\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})$$

Base Time is 1440 minutes (24 hours per day multiplied by 60 minutes per hour) minus scheduled downtime

Unscheduled Downtime equals the time (in minutes) in the applicable day during which any single component of the Customer's Enterprise Cloud service is not operational excluding "Scheduled Downtime". For purposes of assessing the SLA Availability penalties below, the clock will start at the commencement of the Unscheduled Downtime and will stop when all single components of the Enterprise Cloud services are operational. Unscheduled Downtime does not include the following:

- o Applications not managed by Logicalis within the environment,
  - o Downtime due to the actions or inactions of the Customer,
  - o Customer's primary connectivity to the Enterprise Cloud outside of Logicalis' control.
- **Scheduled Downtime** equals the aggregate total of all minutes of planned and scheduled maintenance performed during a day to perform any necessary hardware, operating software, network, database, application software maintenance, repairs, updates, and upgrades.
    - o Cloud Suite infrastructure maintenance windows are targeted for the second Saturday of each month from midnight to 6:00 AM in the time zone of the Logicalis Cloud Data Center.
    - o Logicalis reserves the right to schedule additional Scheduled Downtime events for emergency purposes with at least 24 hours notice given to affected customers. To minimize the impact on the Customer's business, Logicalis and the Customer will determine the dates, times, and timeframe lengths of emergency Scheduled Downtime.

**Availability SLA**

In the event 99.9% availability for the Customer's Enterprise Cloud services is not achieved for a day, Customer shall be entitled to one credit of 1/30<sup>th</sup> of the current MRC associated with the Customer's Enterprise Cloud services part numbers with a PRV prefix. In the event multiple days within a month occur, the table below details credits:

Monthly Events	Total Monthly Credits
One (1)	1 / 30 <sup>th</sup>
Two (2)	5 / 30 <sup>th</sup>
Three (3)	15 / 30 <sup>th</sup>
Four (4)	Full credit, termination with no penalty

- Credits will be applied to the Customer's next invoice.
- Total credits per month may not exceed the amount of one month's MRC for the service.
- If Customer requires clarification of or modification to a credit, a request must be submitted by the Customer to Logicalis within thirty (30) days of credit issuance.