

Statement of Work - Professional Services - DANZ Monitoring Fabric

This document forms the “Statement of Work” (SOW) for the Arista Professional Services “DANZ Monitoring Fabric” service. It provides clear transparency of the scope of the service, the method of engagement and the assumptions, conditions & exclusions.

DANZ Monitoring Fabric (DMF) is a next-generation network packet broker (NPB) designed for pervasive, organization-wide visibility and security, delivering multi-tenant monitoring-as-a-service. DMF enables IT operators to pervasively monitor all user, device/IOT and application traffic (north-south and east-west) by providing visibility into physical, virtual and container environments. Deep hop-by-hop visibility, predictive analytics and scale-out packet capture — integrated through a single dashboard — enables network performance monitoring (NPM) and SecMon workflows for real-time and historical context, delivering a visibility solution for on-premise data centers, enterprise campus/branch and 4G/5G mobile networks.

The SOW of a DANZ Monitoring Fabric Design and Deploy Services is constituted of a mandatory “Design & implementation Service” ([SVE-DM-DSGN-IMPL](#) or [SVE-S-PF-DMF-IMPL-DSN-R1](#)), with additional expansion add-ons as required for the Customer's DMF solution. The following are considered in scope for this engagement:

SVE-DM-DSGN-IMPL	[Mandatory] DMF Design & Implementation service for Ctlr HA Pair + 3 switches.
SVE-S-PF-DMF-IMPL-DSN-R1	[Mandatory] DMF Design & Implementation service for Ctlr HA Pair + 3 switches.
SVE-DM-IMPL	[Optional] (QTY:X) – Additional one (1) switch implementation
SVE-S-PF-DMF-IMPL-SW-R1	[Optional] (QTY:X) – Additional one (1) switch implementation
SVE-DM-IMPL-SNC1	[Optional] (QTY:X) - Additional four (4) port Service Node HWC implementation.
SVE-S-PF-DMF-IMPL-SNC-R1	[Optional] (QTY:X) - Additional four (4) port Service Node HWC implementation.
SVE-DM-IMPL-SNDL1	[Optional] (QTY:X) - Additional sixteen (16) port (10Gb) Service Node implementation.
SVE-S-PF-DMF-IMPL-SNDL-R1	[Optional] (QTY:X) - Additional sixteen (16) port (10Gb) Service Node implementation.
SVE-DM-IMPL-SNEL1	[Optional] (QTY:X) - Additional sixteen (16) port (25Gb) Service Node implementation.
SVE-S-PF-DMF-IMPL-SNEL-R1	[Optional] (QTY:X) - Additional sixteen (16) port (25Gb) Service Node implementation.
SVE-DM-IMPL-AN1	[Optional] (QTY:X) - Additional one (1) Analytics Node implementation.
SVE-S-PF-DMF-IMPL-AN-R1	[Optional] (QTY:X) - Additional one (1) Analytics Node implementation.
SVE-DM-IMPL-RN1	[Optional] (QTY:X) - Additional one (1) Recorder Node implementation.
SVE-S-PF-DMF-IMPL-RN-R1	[Optional] (QTY:X) - Additional one (1) Recorder Node implementation.

1. Terms of DANZ Monitoring Fabric Fixed Deliverable SOW.

- The “**DANZ Monitoring Fabric Fixed Deliverable**” is considered a Deliverable PS (under the terms of the MSA) and this document definition forms the Arista PS Scope of Works (SOW).
- It is the Customers responsibility to ensure this service is fit for the expected requirements prior to the start of service. It is a fixed/predefined package service and therefore changes within it are not allowed.
- The **Effective date** of this SOW is defined as five business days after Arista’s acceptance of the Purchase Order (PO) booking of the mandatory “Design & implementation Service” ([SVE-DM-DSGN-IMPL](#) or [SVE-S-PF-DMF-IMPL-DSN-R1](#)). Five business days are allowed for any additional add-on service offerings (as stated in the DMF package service details) to have completed booking, to be included within the Arista PS project plan. After the Effective date, no more service add-ons or quantity changes will be accepted into this Arista PS engagement, except via a change request.
- The **Start date** of this SOW is the date agreed with all parties to initiate activities and the completion of the remote Project kick off meeting.
- Unless otherwise terminated earlier in accordance with the terms of the Agreement, the Services described in this SOW end **six (6) months** after the **Start date** or **twelve (12) months** after the **Effective Date**, whichever comes first. Extensions/changes to these dates are at the sole discretion of Arista PS, via the Project Change Request Process, or via DMF custom scoping (outside of this SOW).
- This SOW may only be terminated for material breach by either party upon thirty (30) days prior written notice. In the event the Customer terminates for Arista’s breach, Customer will be entitled to a pro-rated refund of unused pre-paid fees. If Arista terminates for material breach, Customer will not be entitled to a refund.
- Invoicing will be 100% for the mandatory “Design & implementation Service” ([SVE-DM-DSGN-IMPL](#) or [SVE-S-PF-DMF-IMPL-DSN-R1](#)) upon PO booking, with any remaining add-on service (SKU’s) offerings (as stated in the DMF package service details) 100% upon project completion & formal acceptance by the customer.
- The Arista PS project start date is intended to be no later than eight (8) weeks from the Effective date, unless delayed at the customer's request, to allow for shipping of the required Hardware and Software. Customer requested delays are still restricted by the SOW termination periods described above.
- The “Design & Implementation Service” ([SVE-DM-DSGN-IMPL](#) or [SVE-S-PF-DMF-IMPL-DSN-R1](#)) is mandatory for any Arista PS engagement, which can be enhanced/expanded with multiple additional add-ons, as required:
 - [SVE-DM-IMPL](#) or [SVE-S-PF-DMF-IMPL-SW-R1](#)
 - [SVE-DM-IMPL-SNC1](#) or [SVE-S-PF-DMF-IMPL-SNC-R1](#)
 - [SVE-DM-IMPL-SNDL1](#) or [SVE-S-PF-DMF-IMPL-SNDL-R1](#)
 - [SVE-DM-IMPL-SNEL1](#) or [SVE-S-PF-DMF-IMPL-SNEL-R1](#)
 - [SVE-DM-IMPL-AN1](#) or [SVE-S-PF-DMF-IMPL-AN-R1](#)
 - [SVE-DM-IMPL-RN1](#) or [SVE-S-PF-DMF-IMPL-RN-R1](#)
- Clustering of nodes is only available when more than one service SKU for that type of node has been included.
- Solution component sizing and validation is outside the scope of this service and should be confirmed with Arista sales before booking of these services.

- The Services stated in this document will be performed 100% remotely during normal business hours and the customer is expected to perform all onsite activities (racking, power, cabling, etc), providing remote access to enable delivery of these services.
- In the event of the customer monitoring tools not being available to attach & test to the new network at time of implementation, service provision will be either tested to the recorder node (if present) or implicitly accepted/completed. Additional time and activities are excluded.
- Migration Activities are out of scope and are expected to be covered separately via custom scoping.
- Anything not specifically detailed within this SOW is considered out of scope, unless at the sole discretion of the Arista PS team.

2. DMF package services scope.

DMF Design & Implementation service for Ctlr HA Pair & switches

([SVE-DM-DSGN-IMPL](#) or [SVE-S-PF-DMF-IMPL-DSN-R1](#))

- The following tasks are applicable for the HA controller pair, DMF Design & Implementation:
 - DMF Design:
 - Physical fabric design supporting the number switches, with consideration for traffic volumes, TAPs, SPANs and Tool locations.
 - Node clustering and link aggregation support are included when required.
 - DMF policy design based on the Customer's monitoring requirements
 - Policies control the path of monitoring flows through the monitoring fabric, and up to ten (10) policies & five (5) rules are included within this service. Increased scope for additional policies & rules can be custom scoped on request.
 - DMF Implementation:
 - A DMF, comprised of a pair of controllers (HA pair) and relevant switches, will be deployed, controller and switches will be upgraded, if necessary, and required fabric health checks will be performed
 - Configuration of basic management features (AAA, SNMP, logging)
 - DMF policy and interfaces configurations will be applied to forward desired traffic from filter-interfaces (interfaces connected to TAPs/SPAN) to delivery-interfaces (Interfaces connected to Tools) through the Fabric based on policy design.

DMF Implementation Service for Service Node

([SVE-DM-IMPL-SNC1](#) or [SVE-S-PF-DMF-IMPL-SNC-R1](#))

([SVE-DM-IMPL-SNDL1](#) or [SVE-S-PF-DMF-IMPL-SNDL-R1](#))

([SVE-DM-IMPL-SNEL1](#) or [SVE-S-PF-DMF-IMPL-SNEL-R1](#))

- The following tasks are applicable for the number of Service Nodes, DMF Service Node implementation:
 - Bring up DMF Service Node and complete initial configuration.
 - Identify the best location for the DMF Service Node connection to the fabric.
 - Node clustering and link aggregation support are included when required.
 - Apply configurations for the DMF Service Node and Controller connectivity.
 - Upgrade Service Node to correct version, if required.
 - Perform health checks on Service Node.
 - Configure up to four (4) services for SNC1 or eight (8) services for SNDL1/SNEL1, in the Service Node.

- Design policies with consideration to service insertion, service chaining, overlapping policies, and service redundancy.
- Apply optimization techniques for the policies considering service insertion.
- Integrate the service node into the solution.

DMF Implementation service for Analytics Node (SVE-DM-IMPL-AN1)

(SVE-DM-IMPL-AN1 or SVE-S-PF-DMF-IMPL-AN-R1)

- The following tasks are applicable for DMF Analytics Node (quantities as per Table 1) implementation:
 - Bring up DMF Analytics Node and complete initial configuration
 - Node clustering and link aggregation support are included when required.
 - Apply configurations for DMF Analytics Node and Controller connectivity
 - Upgrade Analytics Node to correct version, if required
 - Perform health checks on Analytics Node
 - Configure users for the Analytics Node
 - Customize traffic flows forwarded to Analytics
 - Validate traffic received by DMF Analytics Node
 - Validate reports are available and accessible
 - Includes two (2) visualizations, one (1) dashboard, one (1) watcher and one (1) machine learning (ML) task. Additional analytics nodes tasks can be accommodated via customer scoping.

DMF Implementation Service for Recorder Node

(SVE-DM-IMPL-RN1 or SVE-S-PF-DMF-IMPL-RN-R1)

- The following tasks are applicable for a DMF Recorder Node implementation.
 - Bring up DMF Recorder Node and complete initial configuration.
 - Identify the best location for the DMF Recorder Node connection to the fabric.
 - Node clustering and link aggregation support are included when required.
 - Apply configurations for DMF Recorder Node and Controller connectivity.
 - Upgrade Recorder Node to correct version, if required.
 - Perform health checks on Recorder Node.
 - Design up to ten (10) policies, requiring storage in the Recorder Node, with consideration for overlapping policies and/or services required from service nodes.
 - Apply optimization techniques for the up to ten (10) policies with consideration for the Recorder Node.
 - Integrate the packet recorder into the solution.
 - Validate storage and retrieval of packets stored in the Recorder Node.

3. Project Milestones and Deliverables.

All DANZ Monitoring Fabric Fixed engagements involve Arista Professional Services ("PS") Engineer(s) building the DANZ Monitoring Fabric ("DMF") solution based on the Customer's technical and business requirements and applying DMF OOB best practices. The Services include:

- a) **Project Kickoff** - An Arista representative will contact the Customer to schedule the Project Kickoff meeting. During this meeting, Arista PS will:
 - Create a project schedule in agreement with the Customer.

- Designate a single point of contact and backup contact at Arista and the Customer.
- Establish the Start and End Date of remote services.
- Identify dependencies, risks, and issues associated with the successful completion of the project.

b) **Requirement Specification Document** – A detailed requirements gathering, and analysis will be conducted with the appointed project stakeholders (Technical and Business Leads) to develop the Requirements Specification Document for the project. The Arista PS will collect and validate the requirements based on interviews, questionnaires and requirements workshops conducted through a series of conference calls. These sessions will aim to gather requirements related to (but not limited to) the following aspects of the solution.

- Location and number of TAPs or SPANs (mirrored production ports).
- Expected traffic volume and patterns from each TAP/SPAN port.
- Number of tools and the location and type of tools.
- Tool physical connectivity requirements.
- Performance of each tool planned to be used.
- Filter and delivery requirements for each TAP and tool (DMF policies).
- Identify Filter (ports connected to production Network, TAPs and SPANs) and Delivery (ports connected to the tools) interfaces for the policies.
- Traffic filter criteria for the policies.
- Operation strategy and change management process.
- Scalability requirements.
- Redundancy requirements.

Arista PS will share the “Requirement Specification Document” with project stakeholders for sign off before commencing with the design of the DMF Solution. Five (5) business days are allowed to review the document and provide feedback, otherwise acceptance is assumed.

c) **DMF Design Blueprint** – Arista PS will develop the design based on technical requirements and business goals provided by Customer during the requirement gathering and analysis sessions as well as the DMF features and capabilities. Arista PS will determine the best approach to achieve the design with the DMF design optimization techniques including but not limited to:

- Overlapping policies and alternative approaches.
 - Filter and Delivery interface choices.
 - Policy priorities.
- VLAN manipulation modes.
- Fabric Topology and policy path optimization.
- Link Aggregation Groups.
- Redundant policies.
- Using Loopback interfaces.

The final Design Blueprint will include following aspects of the solution in the described formats.

- Microsoft Excel compatible file that includes the following information:
 - Names of Switches and their roles.
 - Inter-switch connectivity table.
 - List of Tunnel interfaces, if any.
 - Initial Fabric configuration parameters.
 - List of Filter interfaces with associated filter interface groups.

- o List of Delivery interfaces with associated delivery interface groups.
 - o IP address groups.
 - o DMF Policies with their configuration parameters.
 - A PDF file generated from a Microsoft PowerPoint compatible file that includes the following diagrams and information at a high level:
 - o Physical Fabric design.
 - o Brief description of policy characteristics and associated design techniques.
 - o Specific optimization and redundancy techniques used for the design, if any.
- Arista PS will share the “final Design Blueprint” with project stakeholders for sign off before commencing with the DMF Bring-up. Five (5) business days are allowed to review the document and provide feedback, otherwise acceptance is assumed.
- d) **DMF Bring-up** – DMF will be brought up and the initial configuration will be completed, consisting of the following tasks:
- Bring-up the DMF (DMF Controllers, Nodes and Switches).
 - o Initial configuration of one pair of the DMF Controllers.
 - o Initial upgrading & configuration of the DMF switches that are part of the solution.
 - o Configuration of SNMP on the DMF if monitoring the Fabric through SNMP application is required.
 - o Customizing access privileges to the Fabric including access controller lists, users and AAA services.
 - o DMF Configuration for remote syslog servers.
 - o Configuration of NTP servers (DMF acting as a client) and the time zone.
 - Perform Fabric Health Check – a full checklist will be shared after the kick-off meeting with the Customer. The following is a summary of the checklist:
 - o Address error and warnings on the Fabric.
 - o Interface error checks.
 - o System Log Analysis to verify the health of the Fabric.
 - o Validate traffic/storage received by DMF Analytics/Recorder Node(s).
 - o Validate reports are available and accessible (as required).
- e) **DMF Solution Implementation** – Arista PS will implement a DMF solution in accordance with the Design Blueprint:
- Configure all filter and Delivery interfaces.
 - Configure filter and Delivery interface groups.
 - Configure IP address groups.
 - Configure Tunnel interfaces, if any.
 - Configure the DMF policies.
- f) **Knowledge Transfer Session** – Arista PS will provide a remote single half day session to provide transfer of knowledge, to cover:
- A remote interactive half days session for up to ten attendance (not formal training)
 - DMF solution overview & physical build.
 - High level operation & service provision.
 - Routine maintenance.

4. Project Deliverables.

For every project deliverable completed, a “Service Delivery Notice” will be provided, along with supporting evidence, if required. The deliverables are:

- a) **Project kick off meeting** - Kick off meeting completed.
- b) **Requirement Specification Document** - Requirement Specification Document delivered to Customer.
- c) **DMF Design Blueprint** - Design Blueprint document delivered to Customer.
- d) **DMF Bring-up** - Fabric Bring-up and Health Check completed.
- e) **DMF Solution Implementation** - Solution implemented in accordance with the Blueprint document.
- f) **Knowledge Transfer Session** - Half day session of knowledge transfer provided.

5. DMF Services Exclusions.

The following services are specifically excluded from the scope of this project:

- These services collectively cover a maximum of ten (10) policy provisions only (routes/flows), with each policy allowed up to a maximum of five (5) rules each. Additional policies above ten (10) and rules above five (5), can be custom scoped on request.
- The recorder nodes are also restricted to a maximum of ten (10) policy provisions only. Additional policies above ten (10), can be custom scoped on request.
- For the DMF Service nodes, the following restrictions apply, outside of which can be covered with custom scoping:
 - Service nodes SNC1 SKU (4x10G) SKU, a maximum of four (4) managed services configurations are included.
 - Service nodes SNDL1 (16x10G) and SNEL1 (16x25G) SKU's each, a maximum of eight (8) managed services configurations are included.
- The Analytics nodes are restricted to only include two (2) visualization, one (1) dashboard, one (1) watcher and one (1) machine learning (ML) task. Additional analytics nodes tasks can be accommodated via custom scoping.
- These services cover physical devices & appliances only. Virtual instances are out of scope and require custom scoping.
- Configuration and interworking with any 3rd party equipment is excluded. Arista PS may provide guidance on 3rd party equipment; however Arista will not be responsible. This does not preclude, at the discretion of Arista PS, from assisting with troubleshooting, using the fabric, of any 3rd party devices attached to the fabric or leveraging the services of the fabric.
- Further/future optimisations, after implementation of these services, is excluded. However optimisations can be custom scoped as a separate service, if required.
- Creating and executing User Acceptance Test Plans & Design Validation testing is excluded.
- Performing Customer specific security analysis on the Solution is excluded.
- All work related to Data Center facilities including, but not limited to, physical equipment installation (racking), power and cooling designs and all cabling work, is excluded.
- Validation of the operation of internal applications is excluded.
- Any additional software development/integration work on the tools and automation platforms that has not already been agreed upon, is excluded.
- Relocation of existing equipment is excluded.
- Re-configuration of the DMF after (out of scope) Acceptance testing is completed, is excluded.

- All out of business hours working is excluded.
- Knowledge transfer is high level awareness only. Formal training is excluded.
- This is a new build deployment service only and migrations of any sort are out of scope.
- Any documentation not specifically included within the deliverables defined above is excluded.
- Testing is restricted to remote Fabric Health Check only.
- Non industry-standard network protocols and capabilities beyond Commercial Off The Shelf ("COTS") capabilities of the Arista products in scope are excluded.
- Any product customizations and/or integrations not specifically described in this proposal are excluded and must be scoped and priced separately, if required.

6. Arista PS Engagement Responsibilities.

- a) **Project communications** - A Project Delivery Lead (PDL) may be allocated to the project by Arista, otherwise communication will be via the Arista assigned engineer. The Customer will provide a single point of contact for all issues relating to the communications and performance by each party of its obligations under this SOW. The PDL/engineer shall be available during normal business hours excluding any vacation time planned and identified as such. If a PDL is not assigned, the PS engineer shall be the single point of contact.
- b) **Project meetings** - The PDL will set up meetings to keep a regular cadence of communications with the Customer for matters pertaining to the project. During these meetings the following items will be covered at a minimum:
 - Project initiation meeting.
 - Introducing the Arista PS resources.
 - Review project scope and timeframes.
 - Key contact information at Arista, Customer and partner where applicable.
 - Expectations for onsite presence based on Services purchased.
 - Determine dates for regular cadence meetings.
 - Regular cadence meetings:
 - Review Service performance.
 - Keep an action register log to record, assign, track and drive to resolution any project related issues.
- c) **Hours of working** - Arista PS Services will be remotely performed during regular business hours Monday - Friday, 8:00am – 5:00pm local time (eight (8) hours per day), excluding weekends, Company's / Customer's / statutory holidays.

7. Customer Engagement Responsibilities.

- a) **Non-Arista** - Engage third party vendors as needed to troubleshoot, coordinate, configure, traffic route or validate feature configuration and capabilities, as required for the performance of the Services.
- b) **Configure** - All non Arista routing capable equipment to ensure traffic is correctly routed to and from the Arista network, as required for the performance of the Services.
- c) **Resourcing/Access** - Onboard the Arista PS resources, assign appropriate resources and manage appropriately skilled third party or partner resources. The customer shall provide all the required remote access (console/ssh/cli), as required for the performance of the Services.

- d) **Information** - Provide existing network designs & configurations, detailing L1, L2 and L3 connectivity for all devices that will be connected to and/or replaced by the Arista network at the time of User Acceptance Testing, such as:
 - o Physical connectivity types, speeds, media, distances, cabling etc.
 - o L2 information such as VLAN ranges, overlaps, reservations, limitations etc.
 - o L3 information such as IP ranges, overlaps, reservations, routing, gateways etc.
 - o For endpoint systems identify media, speed, link aggregation model, embedded switches/routers etc.
 - o HLD, LLD, network flows, etc.
- e) **Changes and testing** - Collaborate with Arista PS to develop and implement all change plans, providing all customer & third-party resourcing as required.

8. Project Acceptance.

a. Acceptance Criteria:

- o All items will be delivered electronically, tested and validated.
- o Each Milestone as described in the project plan will be completed in sequence.
- o A Milestone must be accepted as complete before commencing work on further milestones.
- o A Completion Certification in the form of a "Service Delivery Notice", will be issued for each Milestone completed.

b. Acceptance Procedure:

- o Upon completion of any Services hereunder for which Arista has provided Deliverables, Arista shall promptly notify Customer via email or in writing of the delivery thereof ("Service Delivery Notice"). Customer shall have the right to inspect all Deliverables within five (5) Business Days after receipt of the Service Delivery Notice, and the Deliverables shall be conclusively deemed accepted by Customer unless a notice of rejection has been sent by Customer to Arista within such five (5) Business Day period.
- o Customer shall only have the right to reject a Deliverable if it reasonably believes that the Deliverable (a) does not conform to the applicable specifications set forth in this SOW; (b) would not be reasonably likely to satisfy the applicable Acceptance Criteria set forth in this SOW; or (c) is defective in material or workmanship.
- o Customer's sole remedy shall be, at Company's discretion (a) for Company to correct the deviation within a reasonable time following Customer's written rejection notice, or (b) if Company is unable to correct the deviation, then, upon Customer's request, Company shall refund any payments that Customer has made specifically for such non-compliant Deliverables..

9. Project Change Request Process.

The Customer may request a change, in writing, to the project. The Project Change Request format can be provided upon request. The change will be evaluated by the Company and any project impact will be identified.

A project change request should contain:

- A description of the change including:
 - o The reason for the change

- What changes in project scope and/or deliverables will be required to achieve the objectives
- The impact, if the change is not done
- The requester

As a result of the evaluation Arista shall take the following actions:

- Any resulting change to the project timeline will be documented and such documentation will be provided to the Customer.
- Any change in resourcing will be estimated in days and notified to the Customer.
- Additional cost due to the change will be charged at ((standard day rate) x (estimated days)).
- Any changes in scope and/or risks will be documented and such documentation will be provided to the Customer.

If all changes are mutually agreed by the Company and the Customer the changes will be implemented as described. The parties shall have five (5) business days from the date Arista provides the estimates and documentation to agree on the changes in order to adopt the changes as part of this SOW.

If no agreement can be reached with respect to the change request the SOW will remain unchanged.

10. Project Delays, Cancellation and On Hold Policy.

Project Delay Policy

In case of any deviations from mutually agreed and Customer accepted Project Schedule Baseline, Company shall not be responsible for any delays, such as, but not limited to, due to lack of access to systems, facilities, cooperation, and information requested by the Company or changes to the approach or Services described in this SOW, caused by the Customer.

Customer acknowledges and agrees that in the delivery of this project, the Company must reserve and assign valuable resources and personnel. In the event that Customer causes rework, schedule delays, unplanned idle time, and other deviations from the Project Schedule Baseline, Company reserves the right to initiate a billable Change Request process to recover costs associated with the delays.

Scheduled Project Activity Cancellation Policy

The cancellation of any scheduled activities will be subject to the following:

- If the cancellation is within five (5) business days of the scheduled activity, Company reserves the right to initiate a billable Change Request process to recover costs associated with any assigned resource time that cannot be rescheduled for alternate activities, or any required rescheduling activities.
- It may take up to 30 days to have a resource(s) re-scheduled for the activity, although every effort will be made to re-engage as soon as possible.
- There is no guarantee the same resource(s) will be rescheduled for the activity. If they are deemed required, it will be contingent on their first availability to accommodate.

Project On Hold Policy

During the project, it may become necessary to place the project on hold which impacts the Project Schedule Baseline mutually reviewed and accepted by Customer, due to one or more of the following reasons:

- The Customer team has not responded to the Company project team for more than five (5) consecutive business days, which is preventing the project from moving forward as planned.
- There is a delay in any Customer provided hardware/software readiness, facilities, and access to systems longer than five (5) business days and no other project activities can be completed as agreed to between the Company and the Customer.
- Other Customer prerequisite activities that are preventing the project from moving forward.
- Any other situations that are agreed to by the Company and the Customer.

If any of the above qualifying items occur, the project will be placed on hold using the below process.

- The Company Project Delivery Lead will send a formal communication (email to the Customer's point of contact shall suffice) indicating the project is being placed on hold, effective as of the date of the communication ("Suspension Date").
- By placing a project on hold, the current resources assigned will be released the following business day after the date of communication, and there is no guarantee that the same resources will be re-engaged when the project is ready to resume. It may take up to 30 days to re-engage all resources and resume project activities. During this period, no status calls or updates will be provided.
- When the Customer is ready to resume the project, the Customer must send a formal email request to the Company Project Delivery Lead requesting a resumption date that is within 90 days of the project Suspension Date. Company will work to schedule the resources as soon as possible.
- If the project has been on hold for longer than ninety (90) calendar days from the Suspension Date with no committed date to resume, the project will be considered canceled and the Company will invoice the Customer for any costs incurred even if the Milestone has not been fully met. Any work completed up to the Suspension Date will be billed, any incomplete work will be removed from the scope, and the Company will be released from the remaining SOW obligations.

*** End of Document ***