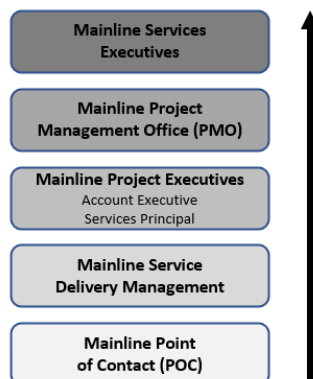


Change Control Procedure

- Changes to a SOW could result in corresponding changes to the price, schedule, responsibilities of parties, scope of Services, or other provisions of the project. Any such changes shall be documented via the Project Change Request Form ("PCR") (see Attachment). PCRs will adhere to the following procedure:
 - Either party may initiate a change by submitting a written request to the other party's designated point of contact ("POC").
 - The MAINLINE POC will be responsible for logging and tracking PCRs.
 - MAINLINE will review the requested change and evaluate any impacts on fees, delivery schedule, invoicing, performance, or other SOW factors or terms. Upon completion of such evaluation, the MAINLINE POC will prepare and forward a PCR to the CLIENT project team for review.
 - The CLIENT project team will review the PCR and confirm whether CLIENT agrees to the proposed changes documented in the PCR. MAINLINE is not obligated to perform any additional work or proceed with any requested changes until the parties mutually execute the PCR.
 - Upon mutual agreement of the proposed changes, the PCR will be finalized and signed by both parties.
- In the event the parties have mutually agreed on a change control procedure in the Agreement, such procedure shall prevail in the event of any conflicts with the foregoing.

MAINLINE's formal escalation process is diagrammed below:



CLIENT Responsibilities

- CLIENT is responsible for fulfilling the following responsibilities:
 - Assign an individual to act as the POC between MAINLINE and the CLIENT for the duration of this engagement. The CLIENT POC will:
 - Obtain and provide applicable information, data, decisions, and approvals as required by MAINLINE to perform the Services within two (2) business days of a MAINLINE request.
 - Assist in the development of installation and project plans as appropriate.
 - Provide access to and information for the systems required to fulfill this engagement.
 - Where applicable, ensure all necessary hardware is onsite and satisfy all environmental requirements prior to MAINLINE technical personnel's arrival.
 - Where applicable, ensure that all hardware and software related to this engagement are at current or supported maintenance levels.

- Prior to making CLIENT facilities, software, hardware, networks or other similar resources available to MAINLINE, promptly obtain any licenses or approvals necessary for MAINLINE or its subcontractors to use, access, and/or modify such resources to the extent necessary for MAINLINE to perform the Services, including the development of any Work Product. MAINLINE will be relieved of its obligations to the extent CLIENT's failure to promptly obtain such licenses or approvals adversely affects MAINLINE's ability to perform its obligations. If a third party asserts a claim against MAINLINE as a result of CLIENT's failure to promptly obtain these licenses or approvals, CLIENT agrees to reimburse MAINLINE for any costs or damages that MAINLINE may reasonably incur in connect with such claim.
- Participate in meetings, as required, and ensure the completion of any CLIENT action items coming out of these meetings.
- Promptly execute project status reports, project completion reports, and approve PCRs related to this engagement.
- Promptly review and approve all deliverables and Work Product.
- Assign CLIENT resources, as appropriate, to work with MAINLINE throughout this engagement.
- Determine the priorities if multiple tasks are assigned to MAINLINE personnel.
- For onsite Services, provide an environmentally safe working environment, commensurate with the number of onsite MAINLINE consultants. The work area will include:
 - Computer workstations
 - Software/tools
 - Network access
 - Telephones
 - Desks
 - Other general office equipment (as provided to their own staff) as and when needed to facilitate project completion by MAINLINE personnel
 - Printing and reproduction facilities for project staff while working on CLIENT premises
 - All building and system access items, such as user ids and passwords, and access badges in a timely manner

Administrative Passwords Disclaimer

As a matter of security best practice, MAINLINE does not and will not maintain a record of any administrative passwords used in the engagement. CLIENT acknowledges sole responsibility for ongoing maintenance and record-keeping requirements for these accounts.

Attachment – Sample Project Change Request (PCR) Form

Project Information	Change Request Information
MSR#/SOW#	PCR #
Project Name	PCR Date
Client Name	Effective Date
Mainline PM	Requested by
Client PM/Sponsor	Prepared by

Justification of Proposed Change

Modifications to SOW referenced above:

Services

Term

Fees

Travel & Living

Invoicing

Other

It is understood and agreed that all Services provided in accordance with this PCR are subject to the terms and conditions of the Master Services Agreement currently in effect between the Client named above and Mainline Information Systems, LLC (“Agreement”), which is incorporated by reference in the Statement of Work (“SOW”), MSR # / SOW # above. Payment for the above charge shall be paid pursuant to the terms of the Agreement.

NOTE: PCR is valid if fully executed within 15 days of PCR Date (above).

Type Client's Legal Name Here	MAINLINE INFORMATION SYSTEMS, LLC
Printed Name	Printed Name
Title	Title
Signature	Signature
Date	Date