



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 SERVICE PROVIDER POC will be responsible for logging and tracking PCRs.
 - SERVICE PROVIDER 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 SERVICE PROVIDER 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. SERVICE PROVIDER 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.

SERVICE PROVIDER's formal escalation process is diagrammed below:



CLIENT Responsibilities

- In addition to the CLIENT responsibilities listed in the SOW, CLIENT is responsible for fulfilling the following additional responsibilities:
 - Assign an individual to act as the POC between SERVICE PROVIDER 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 SERVICE PROVIDER to perform the Services within two (2) business days of a SERVICE PROVIDER 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 and adequate power supplying adequate power and network availability prior to SERVICE PROVIDER 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 SERVICE PROVIDER, promptly obtain any licenses or approvals necessary for SERVICE PROVIDER or its subcontractors to use, access, and/or modify such resources to the extent necessary for SERVICE PROVIDER to perform the Services, including the development of any Work Product. SERVICE PROVIDER will be relieved of its obligations to the extent CLIENT's failure to promptly obtain such licenses or approvals adversely affects SERVICE PROVIDER's ability to perform its obligations. If a third party asserts a claim against SERVICE PROVIDER as a result of CLIENT's failure to promptly obtain these licenses or approvals, CLIENT agrees to reimburse SERVICE PROVIDER for any costs or damages that SERVICE PROVIDER 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.
- Compliance with all applicable laws, rules, and regulations pertaining to CLIENT with respect to the Services, including any import/export laws, data privacy, and tax requirements.
- Supplying timely access to CLIENT's subject matter experts and business stakeholders as may be required for SERVICE PROVIDER to obtain sufficient information pertaining to the Services. Failure of CLIENT to provide timely responses to requests for information may result in delays to the Services.
- Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. SERVICE PROVIDER cannot be held responsible for loss of data on CLIENT's systems due to CLIENT's failure to maintain sufficient backups.
- 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 SERVICE PROVIDER throughout this engagement.
- Provide all necessary system access items, such as user ids and passwords, in a timely manner, if required.
- CLIENT is responsible for maintaining adequate insurance coverage for all CLIENT equipment and assets involved in the Services unless otherwise explicitly stated in the SOW.
- Determine the priorities if multiple tasks are assigned to SERVICE PROVIDER personnel.
- For onsite Services, provide an environmentally safe working environment, commensurate with the number of onsite SERVICE PROVIDER 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 SERVICE PROVIDER personnel
 - Printing and reproduction facilities for project staff while working on CLIENT premises
 - All building access items, such as access badges, in a timely manner

Project Assumptions

- In addition to the specific assumptions listed in the SOW, the following additional assumptions shall apply to the SOW:

- If applicable, any knowledge transfer provided under the SOW does not constitute formal product training and shall not result in certifications of any kind.
- The pricing listed in the SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. CLIENT shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for the engagement, excluding the industry-standard equipment SERVICE PROVIDER provides to its own engineers.
- SERVICE PROVIDER engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. **Any electrical advice provided is for informational/consultative purposes only** and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
- For hourly engagements, if a task assignment requires SERVICE PROVIDER to work directly with a third party, effort spent facilitating communication with that party is considered billable work. For fixed fee engagements, CLIENT shall notify SERVICE PROVIDER in advance if coordination with a third party is necessary for delivery of Services. SERVICE PROVIDER cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can SERVICE PROVIDER be liable for any defects, incompatibility, or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
- For hourly projects, any effort associated with implementing changes to SERVICE PROVIDER's systems to support specific CLIENT requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.
- Delays caused by highly restricted environmental security and controls including air-gapped architecture and security review approvals may require a PCR to account for the additional effort needed to complete the SOW tasks.
- In the event travel is required for the project, SERVICE PROVIDER reserves the right to charge for travel time in accordance with the provisions below:

Travel Time Definition	Travel time is the number of hours spent by a resource travelling to and from the CLIENT location.
Local Travel Time	If the assigned resource is within 100 miles of the CLIENT's location, travel time will not be charged.
Non-Local Travel Time	If the assigned resource is not located within 100 miles of the CLIENT's location, travel time will be charged at \$150.00/hr. for up to 4 hours per round trip. To keep this cost to a minimum, all parties agree, on a "best-effort" basis, to schedule work during consecutive days and in full-day increments.

Change Control Procedure

- The following steps provide a detailed process to follow if a change to this SOW is required:
 - A PCR will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
 - CLIENT's point of contact will review the proposed change with SERVICE PROVIDER and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule, and other terms and conditions of this SOW.
 - The PCR must be signed by both parties prior to the implementation of the changes.
- In addition to the specific assumptions listed in the SOW, the following additional assumptions shall apply to the SOW:

Administrative Passwords Disclaimer

As a matter of security best practice, SERVICE PROVIDER 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
SERVICE PROVIDER 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 Peller Technologies ("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).

CLIENT

PELLERA TECHNOLOGIES

Printed Name

Title

Printed Name

Title

Signature

Date

Signature

Date

Peller Technologies
Private and Confidential
(7.21.2025)