

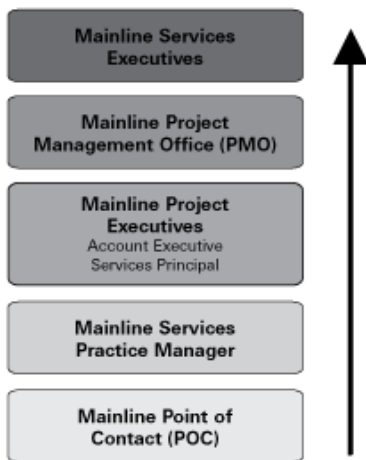
Change Control Procedure

Changes required to a SOW could result in corresponding changes to the price, estimated completion dates, responsibilities of parties, scope of services, or other provisions of the project. Any change to this SOW in either scope or deliverables shall be submitted in writing via the PCR form to MAINLINE. PCRs will adhere to the following procedure:

1. Either the CLIENT or MAINLINE may initiate a change request by submitting a written PCR Form to the MAINLINE POC and the CLIENT POC.
2. MAINLINE will be responsible for logging and tracking PCRs. The MAINLINE POC will forward the PCR to the project team for review if applicable.
3. Upon completion of the evaluation by MAINLINE and the project team and prior to performing any work, the MAINLINE POC will submit the written results to the CLIENT. These results must include any impact on cost, schedule, performance, and a recommended method for implementation, testing and acceptance by CLIENT.
4. If CLIENT POC agrees in writing to the impact that such change will have on the cost, schedule, performance, and any other issue raised by the MAINLINE evaluation, the project will be adjusted to accommodate the PCR and MAINLINE shall proceed to perform the change.

Payment of the cost of the change, as specified in the PCR shall be paid in accordance with the SOW between CLIENT and MAINLINE.

MAINLINE's formal escalation process is diagrammed below:



CLIENT Responsibilities

To ensure the success of this engagement, CLIENT will assign resources to fulfill the following responsibilities:

- Assign an individual to act as the POC between MAINLINE and the CLIENT for the duration of this engagement. He/she will have the authority to act for the CLIENT in all aspects of the contract. This individual 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, CLIENT will 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 modify such resources to the extent necessary for MAINLINE to perform the Services, including the development of any materials. 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.
- Be responsible for the content of any database, system or server, the selection and implementation of control on its access and use, backup and recovery of the security of the stored data on same. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.
- Participate in meetings, as required, and ensure the completion of any CLIENT action items coming out of these meetings.
- Have authorization to sign project status reports and approve change requests related to this engagement.
- Have authorization to review and approve all deliverables.
- Assign CLIENT resources as appropriate to work with MAINLINE throughout this engagement.
- Determine the priorities if multiple tasks are assigned to MAINLINE personnel.
- At project completion, provide CLIENT sign-off of Project Acceptance Documentation.

CLIENT is responsible for providing an environmentally safe working environment, commensurate with the number of on-site 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

Failure of CLIENT to provide for any of the preceding requirements may invoke the Change Control Procedure and may result in additional time or cost requirements. CLIENT shall be liable for any delays to the delivery schedule specified in this SOW caused by the CLIENT, its vendor(s), or resulting from CLIENT's failure to fulfill any of its obligations. MAINLINE may charge CLIENT for any additional charges or losses incurred by MAINLINE as a result of such delays. MAINLINE may adjust the affected delivery schedule accordingly.

Security 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.

Sample PCR Template provided on following page.

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, Inc. ("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, INC.

_____	_____
Printed Name	Title
_____	_____
Signature	Date

_____	_____
Printed Name	Title
_____	_____
Signature	Date