



PROFESSIONAL AND CABLING SERVICES TERMS AND CONDITIONS

1 PROVISIONS FOR PROFESSIONAL AND CABLING SERVICES

1.1 Professional and Cabling Services

- 1.1.1 Professional Services is defined as Service work that GDS performs as defined and designated as "Professional Services" in the Proposal. Cabling Services is defined as Service work that GDS performs as defined and designated as "Cabling Services" in the Proposal.
- 1.1.2 Professional and Cabling Services work will be provided as detailed in a Proposal
- 1.1.3 In the event the Due Date is delayed by no fault of GDS, GDS and CUSTOMER will make all reasonable efforts to agree upon a new Due Date.
- 1.1.4 In no event will GDS be liable for failure to meet the Due Date when such failure is due to an act or omission by CUSTOMER. CUSTOMER will reimburse GDS for all out-of-pocket expenses incurred by GDS in relation to a failure to meet the Due Date caused by CUSTOMER.
- 1.1.5 CUSTOMER's sole remedy for a failure by GDS to provide Services by the Due Date will be for the CUSTOMER to request an alternate service date that is acceptable to GDS.

2 PAYMENT TERMS FOR PROFESSIONAL AND CABLING SERVICES

2.1 Professional and Cabling Services

- 2.1.1 Unless otherwise agreed in writing by the Parties or stated in a Proposal, GDS will invoice the CUSTOMER for services rendered upon completion. Where completion extends beyond a calendar month, CUSTOMER will be progressively billed for services completed through month-end and CUSTOMER will pay, monthly in arrears for all services provided by GDS, including all applicable federal, state, provincial, local, and other taxes as required by law.