

Customer Responsibilities

As applicable the Customer shall:

1. Provide timely access to people and information including, but not limited to, the following areas:
 - a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
 - b. Personnel knowledgeable about the applications that will be running on the systems.
 - c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project.
2. The above personnel shall be designated in advance and be readily available to the Morgan Birgé consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
3. Ensure all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
4. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points, air conditioning, carrier circuit installation, or other preparation work required to complete the services stated in the Quotation, has been completed prior to the arrival of Morgan Birgé resources.
5. Provide the specified/required floor/rack space, power, and network connectivity for a single timely installation of any new hardware configuration.
6. Identify and have access to the main communications area in the occupied building. Customer shall ensure that all carrier circuits that are intended to connect to Morgan Birgé provided or re-programmed equipment have been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
7. Assign customer contacts who are deemed capable and competent to interact with Morgan Birgé, and who are authorized to signoff and approve the required parts of the implementation.
8. Unless specifically set forth as a Morgan Birgé responsibility in the Quotation, have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improper labels (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.
9. Provide appropriate work areas for Morgan Birgé resource(s) when they are on-site. This includes, but is not limited to, a work area and internet access.
10. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete the project.
11. Ensure that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Morgan Birgé with any information concerning safety issues and/or hazardous material for disclosure to all Morgan Birgé and third-party employees working on the project.
12. Provide all of the necessary support agreements for the software that is needed for the environment.
13. Have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, must be obtained by the Customer.
14. Have all application sources readily available in the event that applications need to be reloaded from scratch.
15. Have finalized all contract negotiations with third-party suppliers for hardware Morgan Birgé, software, physical plant requirements, and/or additional network equipment required for Morgan Birgé to perform the services. Customer will provide Morgan Birgé with an updated list of all third-party contacts, as well as Customer's assigned project coordinator and all contacts necessary to facilitate the services stated in the Quotation.

16. If not included as part of the project, have performed all required backups and/or data migrations of existing data prior to work being performed by a Morgan Birgé resource(s).
17. If not included as part of the project, have implemented a back-up power and backup data strategy that ensures the availability of mission critical data and voice equipment, and applications.
18. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
19. If remote access is required, allow VPN connectivity or access via the Morgan Birgé remote access solution, ConnectWise Automate. If VPN or Automate connectivity is not permitted, then a Project Change Request may be required.
20. Install any software which Morgan Birgé requires to be installed on Customer's internal systems as part of the services, shall use such software in its internal systems only, and shall use the software internally according to the instructions set forth by Morgan Birgé.
21. Obtain all permits, licenses, and right of ways necessary for the completion of the project, including but not limited to building and city requirements.
22. Communicate any issues or changes to the original project plan and/or the services stated in the Quotation to Morgan Birgé immediately upon discovery.

Project Assumptions

General project assumptions include, but are not limited to, the following (as applicable to the project):

1. The delivery of services will be performed at a Morgan Birgé facility and/or Customer's location specified in the Quotation or provided to Morgan Birgé prior to the commencement of services under the Quotation.
2. Morgan Birgé uses a forty (40) hour workweek as its full-time standard designation, delivered over a five (5) day workweek, including travel to and from Customer's location(s) when applicable.
3. Morgan Birgé personnel may work hours other than normal business hours to accommodate their travel schedules and time zones as mutually agreed upon by the parties.
4. At the start of the project and throughout the duration of the project, the Morgan Birgé Project Manager or other appointed personnel shall work with Customer to mutually determine any on-site requirements of non-local resources. During weeks which include Morgan Birgé-observed holidays or during periods when a resource is not required to be on-site full time, the parties will mutually agree upon an alternate full-time work schedule, which may include the resource(s) performing project-related activities remotely.
5. For Morgan Birgé resources performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times.
6. If applicable, travel charges that are included in the Quotation are quoted assuming three (3) weeks' advance notice. All travel expenses that are incurred with less than three (3) weeks' advance notice may be subject to price adjustments.
7. The pricing in the Quotation does not include taxes, if any, which shall be Customer's responsibility.
8. Morgan Birgé assumes Customer will procure and have readily available appropriate hardware, software, licenses for software products, network wiring, patch cords, uplink cables, additional network equipment, and/or features that are applicable to the project which are necessary for work to be completed and to meet project milestones.
9. The project will involve some 'knowledge transfer.' The purpose of transfer of technology knowledge is to explain functionality provided by Morgan Birgé delivered for the project and to provide a high-level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace manufacturers' formal instructions/classes.

10. Adequate staffing and project management is included in the Quotation. If Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to Customer's schedule must be communicated to the Morgan Birgé Project Manager or other appointed personnel in writing within 24 hours of the change.
11. All communication that affects the technical aspects of the project will be directed through the Project Manager or other appointed personnel.
12. Review meetings will be held at milestone points in the project. These meetings are intended to facilitate discussion regarding project timelines. The availability of Customer's management and support personnel is critical to the project and Customer representation at these meetings is essential.

Should any of the above assumptions prove to be incorrect or incomplete, Morgan Birgé may modify the price, scope of work, or if applicable, project milestones. Any such modifications shall be managed by the Project Change Management Process set forth below.

Resource Scheduling

Within 10 business days of receipt of the signed Quotation, Morgan Birgé will discuss scheduling the delivery of the services.

Limitations

1. For services which are invoiced as a fixed fee engagement, the following shall apply:
 - a. Morgan Birgé will invoice Customer via an initial deposit invoice and a final invoice upon completion. Projects with longer timelines may require progress payments.
 - b. Fixed fee pricing assumes all the work is performed as part of a single project; a delay caused by Customer may increase the price.
 - c. In the event Customer decides to cancel the project before its completion, Customer shall be responsible for payment of all fees for services performed through the date of termination and fifty percent (50%) of the remaining balance on the fixed fee, once all completed milestone payments are paid.
 - d. In the event of project cancellation, the Customer is responsible for paying for hardware and software that is not able to be returned to the OEM. Hardware and software that can be returned is subject to a 30% restocking fee.
2. For services which are invoiced on a time and materials basis, the following shall apply:
 - a. Morgan Birgé will invoice Customer for services delivered based on actual hours worked and subject to the minimums and/or limitations defined in the Quotation and/or this document. Invoicing will occur once per month.
 - b. The number of hours set forth in a Quotation for delivery of services is only an estimate of the number of hours required to perform the services.

Project Delay Caused by Customer

The delivery of services under the Quotation requires Customer's timely response to requests from Morgan Birgé, including but not limited to the following (as applicable to the project):

- Documentation of systems and/or requirements
- Approval of project requirements
- Completion of assigned project tasks
- Any testing to be performed by Customer
- Signoff of project milestones

In the event Customer's delay in providing the above referenced items causes unscheduled delays to the project schedule or adversely affects the utilization of Morgan Birgé resources assigned to the project, Morgan Birgé may:

- Following a review of the cause for delay with Customer's assigned project sponsor, place the project "On Hold" until Customer meets its obligations as outlined above.
- Once a project is "On Hold", no additional status calls, reporting, tasks, etc. will proceed until the project is removed from "On Hold" status.
- Once a project is removed from "On Hold" status, Morgan Birgé and Customer will schedule the delivery of the remaining project services. Scheduling will be subject to Morgan Birgé's resource availability.

Project Completion and Acceptance

1. 1. For services which are invoiced as a fixed fee engagement, the services will be considered complete when the scope of work specified in the Quotation is complete.
2. For services which are invoiced on a time and materials basis, the services will be considered complete when either of the following criteria is met:
 - a. The scope of work specified in the Quotation is complete; or
 - b. The total number of hours of services delivered under the Quotation reaches the number of hours stated in the Services - Time & Materials pricing table in the Quotation.

Project Change Management Process

1. Changes to the project scope may only be made through the following Project Change Management process. In the event either party desires to change the project, the following procedures shall apply:
 - a. Either party shall notify the other party of any requested changes. Morgan Birgé will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the tasks and activities, deliverables, project price and/or the schedule.
 - b. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
2. Each executed Project Change Request will be incorporated into, and made a part of, the Quotation.
3. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.
4. Any Customer and/or third-party vendor actions that either accelerate or postpone Morgan Birgé project responsibilities may result in a change to the Quotation and a subsequent Project Change Request.
5. In the event of a conflict between a Project Change Request's scope of work and that set forth in the original Quotation, or a previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Freedom of Information

Many of Morgan Birgé customers are in the public sector and Morgan Birgé recognizes the obligations imposed on its public-sector customers by the United States Freedom of Information Act ('FOIA'). Morgan

Birgé policy is to co-operate with its public-sector customers to assist them in meeting their obligations under the FOIA.

Morgan Birgé considers the following information, which may be provided in a Quotation, to be confidential Morgan Birgé or commercially sensitive, and disclosure of all or part of the information contained in the Quotation may harm Morgan Birgé's commercial interests:

1. **Solution Design:** The solution has been derived from the intellectual effort, knowhow, and expertise of Morgan Birgé staff and consultants and may contain concepts that are original or innovative. The disclosure of this information to Morgan Birgé competitors may give those competitors an unfair advantage in competing with Morgan Birgé on future similar projects.
2. **Pricing:** Disclosure of Morgan Birgé customer pricing to competitors is likely to give those competitors an unfair advantage in competing against Morgan Birgé on future bids and may reduce the competitiveness of future tenders.
3. **Customer References:** Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Morgan Birgé commercial interests by assisting competitors in competing for business from those customers.