Brick Technology Group, LLC

Client Responsibilities

As applicable the Client 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 Service Provider 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. Client is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
4. Ensure that 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 Statement of Work, has been completed prior to the arrival of Brick Technology Group, LLC 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. Client shall ensure that all carrier circuits that are intended to connect to Brick Technology Group, LLC 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 Client contacts who are deemed capable and competent to interact with Brick Technology Group, LLC, and who are authorized to signoff and approve the required parts of the implementation.
8. Unless specifically set forth as a Brick Technology Group, LLC responsibility in the Statement of Work, 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 Brick Technology Group, LLC 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. Client is responsible for supplying Brick Technology Group, LLC with any information concerning safety issues and/or hazardous material for disclosure to all Brick Technology Group, LLC and third-party employees working on the project.
12. Provide all the necessary support agreements for the software that is needed for the environment.
13. Have all licensing issues related to the movement of applications understood and resolved. Unless previously established as a Brick Technology Group, LLC responsibility, new license key codes, if required, must be obtained by the Client.
14. Have all application sources or support contact information 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, software, physical plant requirements, and/or additional network equipment required for Brick Technology Group, LLC to perform the services. Client will provide Brick Technology Group, LLC with an updated list

of all third-party contacts, as well as Client's assigned project coordinator and all contacts necessary to facilitate the services stated in the Statement of Work.

16. Unless previously established as a Brick Technology Group, LLC responsibility, and 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 Brick Technology Group, LLC resource(s).

17. If not included as part of the project, have implemented a back-up power solution 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 Service Provider remote access solution, ConnectWise ScreenConnect Access. If VPN or ScreenConnect connectivity is not permitted, then a Project Change Request may be required.

20. Allow the Install of any software which Brick Technology Group, LLC requires to be installed on Client'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 Brick Technology Group, LLC.

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 Statement of Work to Brick Technology Group, LLC 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 Brick Technology Group, LLC facility and/or Client's location specified in the Statement of Work or provided to Brick Technology Group, LLC prior to the commencement of services under the Statement of Work.

2. Brick Technology Group, LLC uses a forty (40) hour workweek as its full-time standard designation, delivered over a five (5) day workweek, including travel to and from Client's location(s) when applicable.

3. Brick Technology Group, LLC personnel may work hours other than normal business hours to accommodate their travel schedules, preferred system downtime windows, 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 Brick Technology Group, LLC Project Manager or other appointed personnel shall work with Client to mutually determine any on-site requirements of non-local resources. During weeks which include Brick Technology Group, LLC-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 Brick Technology Group, LLC resources performing work on-site, Client agrees that a designated and responsible Client representative will be available at all times.

6. If applicable, travel charges that are included in the Statement of Work 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 Statement of Work does not include taxes, if any, which shall be Client's responsibility.

8. Brick Technology Group, LLC assumes Client will authorize Brick Technology Group, LLC to 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 Brick Technology Group, LLC delivered for the project and to provide a high-level overview of how that functionality may be utilized by Client. Knowledge transfer is not intended to replace manufacturers' formal instructions/classes.
10. Adequate staffing and project management is included in the Statement of Work. If Client accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to Client's schedule must be communicated to the Brick Technology Group, LLC 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 Client's management and support personnel is critical to the project and Client representation at these meetings is essential.

Should any of the above assumptions prove to be incorrect or incomplete, Brick Technology Group, LLC 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 Statement of Work, Brick Technology Group, LLC 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. Brick Technology Group, LLC will invoice Client 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 Client may increase the price.
    c. In the event that Client requests changes to the agreed upon Statement of Work through the Project Change Management Process set forth below, additional charges may be incurred and may increase the price.
    d. In the event Client decides to cancel the project before its completion, Client 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.
    e. In the event of project cancellation, the Client 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. Brick Technology Group, LLC will invoice Client for services delivered based on actual hours worked and subject to the minimums and/or limitations defined in the Statement of Work and/or this document. Invoicing will occur once per month.
    b. The number of hours set forth in a Statement of Work for delivery of services is only an estimate of the number of hours required to perform the services.

Project Delay Caused by Client

The delivery of services under the Statement of Work requires Client's timely response to requests from Brick Technology Group, LLC, including but not limited to the following (as applicable to the project):

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

In the event Client's delay in providing the above referenced items causes unscheduled delays to the project schedule or adversely affects the utilization of Brick Technology Group, LLC resources assigned to the project, Brick Technology Group, LLC may:

- Following a review of the cause for delay with Client's assigned project sponsor, place the project "On Hold" until Client 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, Brick Technology Group, LLC and Client will schedule the delivery of the remaining project services. Scheduling will be subject to Brick Technology Group, LLC's resource availability.

Project Completion and Acceptance

1. For services which are invoiced as either a time and materials or a fixed fee engagement, the services will be considered complete when the scope of work specified in the Statement of Work is complete.

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. Brick Technology Group, LLC will deliver a Project Change Request to Client 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 Statement of Work.
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 Client and/or third-party vendor actions that either accelerate or postpone Brick Technology Group, LLC project responsibilities may result in a change to the Statement of Work 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 Statement of Work, or a previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

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