

MARCO CONSULTING SERVICES ENGAGEMENT PRODUCT AGREEMENT

This Consulting Service Engagement Product Agreement ("CSE Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any Schedule of Products ("Client") for the services ("Services"), equipment and other goods (collectively, "Equipment"), and software ("Software") (collectively, "Products") that Marco will provide during the Term and Renewal Term of the Marco Relationship Agreement ("Agreement") between Marco and Client. This CSE Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this CSE Agreement unless otherwise expressly stated. By its signature, electronic or otherwise, to any Schedule of Products ("SOP") for such services, Client accepts and agrees that it is bound by the Agreement and this CSE Agreement.

1. Products.

Subject to the terms herein, Marco will provide, and Client will purchase, lease or license, as applicable, Products as described in the attached Schedules, which are incorporated herein by reference. All available Marco services are listed and described in the Marco Service Catalog located at: <https://www.marconet.com/legal/consulting-services-service-catalog>. Client shall pay the Price(s) listed on Marco's SOP for the Products. Client and Marco will agree upon the desired goals and full scope of the consulting services to achieve a successful outcome.

2. Term, Termination, and Renewals

The Initial Term of the CSE Agreement is twelve (12) months. Unless terminated earlier as provided in the Agreement or in this Sub-Section, this CSE Agreement Term shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term. Marco, in its sole discretion, shall have the ability to increase the price during any subsequent term following the Initial Term by up to 10% for the length of the subsequent term (12 months). In the event it does so, Client will pay Marco an amount equal to the Monthly Recurring Charge, including that for financed Products, multiplied by the number of months remaining in CSE SOP Term ("Termination Fee"). Payment of the termination fee is not a penalty assessed to the client for canceling the SOP before the end of the term and shall be paid as liquidated damages to Marco as actual damages may be hard to determine.

3. Client Responsibilities.

Client will provide access as needed by Marco to perform its responsibilities under this CSE Agreement. Any refusal or failure to provide access shall relieve Marco of its performance obligations and may require a Change Order for additional services to complete the work at a future time. Client will also provide a safe and suitable work area for Marco personnel if work is completed on premises.

Client is responsible for working with outside parties to ensure and maintain industry audit, attestation, certification process and related requirements are met, including third-party contractual agreements made by the Client with but not limited to any outside parties, agencies, insurance broker/provider, regulator, state or federal programs, and Client customers or business associates. Client is responsible for collecting all required evidence, providing access to auditors, and making sure that collected evidence meets certification requirements and established standards.

When and where applicable, Marco will configure remote access to the Client's network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this CSE Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created.

Client shall be responsible for any additional responsibilities stated on the SOP under Client Responsibilities.

4. Services Assumptions and Exclusions.

Any service assumptions or exclusions are stated on the SOP(s) under Service Assumptions, Exclusions, and Notes.

5. Hold Harmless and Indemnification.

Marco shall not be responsible, and Client agrees to indemnify and hold harmless Marco, for any attestation given to a third-party, including insurance brokers/providers, regarding the state of a Client IT environment, adherence to any regulatory framework, or sufficiency of any tool in preventing cyber security issues/breaches.

6. Out-of-Scope Items.

Upon request of Client, Marco may provide services that are outside the scope of this CSE Agreement on a Time & Materials ("T&M") basis. The work performed during the resource's time is governed by to the expressed requirements of Client, and Marco makes no warranty or guarantees with respect to the T&M Services. For items that are specifically covered under contract please refer to the Marco Consulting Service Catalog.

7. Changes and Enhanced Services.

Except as expressly stated otherwise herein or in the Agreement, no order, statement, conduct of either Party, nor course of dealing, usage, or trade practice shall be treated as a change to the obligations or rights of either Party hereunder or in the Agreement, unless agreed in a writing by both Parties. The Parties' agreement to change this CSE Agreement shall be set forth in an amendment hereto and/or an updated SOP signed by the Parties.

Marco Technologies, LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Client

Signature: _____
Name: _____
Title: _____
Date: _____