

# MARCO'S CARRIER SERVICES PROFESSIONAL SERVICES ENGAGEMENT AGREEMENT

This Carrier Services Professional Service Engagement Product Agreement (“CSPSE 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”) and equipment and other goods (collectively, “Equipment”) (collectively, “Products”) that Marco will provide during the Term and Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This CSPSE Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this CSPSE 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 CSPSE Agreement.

## Carrier Services Professional Service Engagement

Marco and Client agree to work together on a consultative basis to optimize the success of any Professional Service Engagement (“CSPSE”). The Parties will have the roles and responsibilities described below during this CSPSE Agreement.

This CSPSE includes the Products described in the SOP. It does not include carrier telecommunication service or other goods and services Client has contracted with telecommunication carriers (“Carrier”) to provide. Carrier service level agreements and terms and conditions as specified in Client’s contract with Carrier and are the responsibility of the Carrier. Carrier services will be billed directly by Carrier.

Any requested changes to this CSPSE Agreement will be addressed according to the Change Management process outlined below. Marco shall not be responsible for any failure of equipment or network service resulting from any Client or Carrier supplied services or equipment. Marco shall not be responsible for any delays that result from incomplete or inaccurate information supplied by the Client.

## Engagement Overview

Desired goals and outcome and current state of Client’s environment are stated on the SOP under Engagement Overview- Desired Goals and Outcomes – Current State.

## Coordination

Marco will do the following:

1. Plan the project in order to accomplish the goals or produce the deliverables as identified in the SOP.
2. Provide Client with written documentation of project status.
3. Facilitate conference calls with Client, Marco and Carrier representatives as required.
4. Participate in scheduled activation or change events, if requested, by Client.
5. Provide first bill audit and review with Client for new or changed services.

Additional Services are stated on the SOP(s) under Coordination- Description of Services and Deliverables.

## Client Responsibilities and Assumptions

1. Client will provide a dedicated project manager during the duration of the project to act as a single point of contact for escalations and overall Client deliverables.
2. Client will complete and return a Letter of Agency authorizing Marco to work with your existing Carrier.
3. Client will meet all end user data and voice Client provided equipment (“CPE”) requirements, provisioning and configuration, for successful Desired Goals and Outcomes.
4. Client is responsible for implementation and configuration of services provided by the Carrier, unless otherwise stated on the SOP, a Change Order or separate agreement with Marco.
5. Client is responsible for developing a test plan and participating in service activation testing and acceptance with Carrier.
6. Client will provide cabling capable of carrying data, voice or CPE traffic and any related technologies which are required to complete the Carrier project.
7. Client will ensure that it has adequate entrance facilities, rack or backboard space, power and cooling capabilities as required by Carrier prior to services being installed.
8. Client will provide cabling and equipment that has been clearly and properly labeled in order to accurately connect devices.
9. Client will ensure that it has support contracts for any components not provided by Marco or Carrier which may be used during the project.
10. Client acknowledges that failure to provide items required to implement contracted Carrier services by any agreed upon dates shall relieve Marco of its performance obligations and result in any dependent activity being revised to reflect the delay. Marco shall not be responsible for any costs incurred by Client as a result of the delay including overlapping or increased Carrier charges.
11. Client will provide any and all access to all premises as needed by Marco or Carrier representatives to perform responsibilities under this CSPSE 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 suitable work area for Marco personnel if work is completed on premises.
12. Client will provide first Carrier invoice post installation to Marco.

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

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

### Change Management

Marco will review all changes that are requested by Client. As part of this review, Marco will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing. Changes requested can affect the implementation schedule and Services price quoted. As a result, Marco will not implement any change without a Change Order authorized by Client and accepted by Marco. This may include a Change Order or amendment as required by the Carrier providing services. Any changes or additions to any Professional Services Engagement will be priced according to the prevailing rate or if requested by the Client, separately quoted before the change or addition is made.

### Completion Process

Once all tasks detailed in the Description of Services and Deliverables section(s) of the SOP have been completed, Marco will consider the project complete and the customer will be notified of project closure.

## Warranty and Returns

Equipment provided by Marco is covered by its respective manufacturer warranties, if any. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the Client (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Warranty enhancements and other optional agreements are available for an additional fee at the time of purchase.

Upon receipt of merchandise, Client shall make sure specifications are correct before opening or marking merchandise. Marco's complete Return Policy is located at <https://www.marconet.com/policy-standards/baseline-return-policy>.

Consult Carrier for warranty and returns information for equipment provided by Carrier.

## Payment Terms

A twenty-five percent (25%) down payment at time of order is required for orders totaling \$25,000.00 or more. Equipment will be invoiced in full, less any down payment, at the time of initial delivery. Product changes or additions to any SOP will be billed upon delivery of the new Product(s).

## Time and Materials ("T&M") Professional Services

T&M Professional Services will be billed monthly until the project is completed. When a Preferred Service Plan Agreement ("PSP Agreement") or Premium IT Agreement ("PIT Agreement") is used for a T&M project, hours will be billed against the PSP Agreement or PIT Agreement as the work is being performed on a daily basis.

## Fixed Fee Professional Services

Fixed Fee Professional Services will be billed per the milestones on the SOP(s).

Version Effective Date: February 1, 2021