

## MARCO'S PREFERRED SERVICE PLAN AGREEMENT

This Preferred Service Plan Agreement (“PSP Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the services that Marco will provide during the Term and Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This PSP Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this PSP Agreement unless otherwise expressly stated. If Client does not accept and comply with this PSP Agreement, it may not place an order or use the services.

### Preferred Service Plan

Marco’s Preferred Service Plan (“PSP”) is for the purchase of access to a block of Preferred Service time as described below (“Preferred Service”) and allows you to use your investment until it is depleted. Actual value is deducted from the PSP upon completion of any service at the current rate (15-minute minimum deduction)

- Client agrees to pay, in advance, the total amount due on the Schedule of Products (“SOP”) for a PSP.
- Any unused portion of PSP funds will be forfeited when the Term, as defined below, has ended.
- Payments for access to the Preferred Service are billed at Marco’s then current prevailing rates (in minimum increments of 15-minutes) and are deducted from the PSP balance upon completion of the service.
- If the completed service exceeds the PSP balance, the overage will be billed to Client at Marco’s then current rates (in minimum increments of 15-minutes).
- If service is performed after Marco’s normal hours (8:00 a.m. – 5:00 p.m. Monday – Friday) or on Marco recognized holidays, after-hour rates will apply.
- All services available under PSP are time and material only. PSP cannot be used for fixed bid labor projects.
- Preferred Service may only be used for IT/AV/Voice professional services and excludes items such as parts; hardware and other equipment; software; copier/printer maintenance services, and managed print services
- Client agrees to provide documentation concerning its systems, technical environment, and any needed access thereto as reasonably requested by Marco for the provision of the services. If Client cannot provide the requested documentation, Marco is authorized to use available PSP funds for or shall bill Client at its prevailing rates for time spent collecting and documenting the requested information.
- Examples of Preferred Service are as follows:
  - Technical support services for end users
  - Consulting or design services for IT, AV, etc. projects
  - Documentation, assessments, proactive maintenance
  - Data networking services – Services for technologies by Cisco, Microsoft, VMware, etc.
  - Repair, installation, support and project management
- If Client cancels a scheduled appointment less than one business day from the start of a scheduled appointment, Client agrees that Marco may deduct one hour from the PSP at the applicable service rate.

## Term

Each PSP SOP shall be in effect as of the last signature date on the SOP and shall continue for the term stated in each SOP for Products purchased (“Term”).

Client is purchasing PSP for the complete contract term designated in the SOP. Client may terminate any PSP SOP after providing thirty (30) days’ written notice to Marco. Upon termination or expiration of PSP, any balance will be forfeited. Notice of termination under this subsection shall be provided as set forth in the Agreement.

## Miscellaneous

Marco represents and warrants that it will provide the services in a good and workmanship-like manner and that the services will meet any applicable generally accepted industry standards. In the event the Client establishes that Marco failed to provide the services in accordance with this standard, Client’s sole remedy shall be a refund of amounts paid to Marco for the service that was not provided to the standard. In no event shall the amount of any refund exceed the damages incurred by the Client.

Marco reserves the right to delay service if Client’s account with Marco is delinquent. In addition, Marco reserves the right to apply any unused portion of dollars remaining on any PSP to pay for invoices on Client’s Marco account that are not in dispute, should Client’s account become delinquent.

The Client accepts and is responsible for any and all copyright, license, and backup agreements and/or obligations for any software for which Marco provides services hereunder.

Effective: September 24, 2019