

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 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 ("PSE"). The Parties will have the roles and responsibilities described below during this CSPSE Agreement. This CSPSE Agreement is valid through the expiration date on any SOP.

Any CSPSE only includes Marco deliverables related to services that have been contracted with a Carrier Services Company ("Carrier"). Items or additional technical services that have been purchased through Marco shall be addressed in the SOP. Marco will follow any Carrier service level agreements and terms and conditions as specified in Client's contract with 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. Any work performed by Marco that is not listed in this CSPSE Agreement including work required to assist the Client with the completion of this CSPSE Agreement will be subject to the Change Management process described below. Marco shall not be responsible for any failure of equipment or network service resulting from any Client or third-party supplied equipment. Marco shall not be responsible for any delays that result from incomplete or inaccurate information supplied by the Client. Marco shall not be responsible for any delays that result from the Carrier.

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.

Engineering

The Services that will be in-scope for the purposes of any engagement are stated on the SOP(s) under Engineering- Description of Services and Deliverables.

Coordination

The following items for Marco's team will be considered in-scope for the purposes of this engagement:

1. Marco to provide point of contact for Client scheduling;
2. Order placement and tracking for Equipment delivery;
3. Facilitate creation of the engagement execution timeline and communication with Client on execution activities;
4. Schedule and facilitate internal/external kickoff meetings – distribution of meeting notes and deliverables from meeting (if required);
5. Schedule additional meetings as required for successful completion of engagement;
6. Schedule engineering resources for both on-site and remote time as necessary to complete this Services engagement;

7. Facilitate any Change Orders through the Change Management Process;
8. Tracking of post cut-over punch-list items (if applicable);
9. Provide first bill audit if requested by Client and provided to Marco, and review with Client for new or changed carrier services.

Additional tasks and deliverables, if any, are stated on the SOP(s) under Coordination- Description of Services and Deliverables.

Client Responsibilities and Assumptions

1. Client will provide a dedicated point of contact during the duration of the project for escalations and overall Client deliverables.
2. Client will meet all end user data and voice Client provided equipment ("CPE") requirements, not provided by Marco or Carrier, for successful implementation of the desired outcome.
3. Client is responsible for developing a test plan and participating in service activation testing and acceptance with Carrier.
4. Client will provide cabling capable of carrying data, voice or CPE traffic and any related technologies which are required to complete the deliverables of the CSPSE.
5. Client has adequate entrance facilities, rack or backboard space, power and cooling capabilities as required by Carrier prior to services being installed.
6. Client will provide cabling and equipment that has been clearly and properly labeled in order to accurately connect devices.
7. Client has support contracts for any components not provided by Marco or Carrier which may be used during the project.
8. Client acknowledges that failure to provide items by any agreed upon dates stated on the SOP shall relieve Marco of its performance obligations and result in any dependent activity to be revised to reflect the delay.
9. 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.
10. Upon termination of the Services, the Client is responsible for communicating with the Carrier to disconnect accounts, and terminate any accounts or remaining services that are no longer needed.

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

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 ("Change Order"). 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 PSE 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.

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 according to the SOP(s).

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