

MARCO FLEX SERVICE PLAN

This Flex Service Plan 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 of the Marco Relationship Agreement ("Agreement") between Marco and Client. This Flex Service Plan is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this Flex Service Plan unless otherwise expressly stated.

Terms and Conditions

1. Overview. Marco's Flex Service Plan is for the purchase of a prepaid credit to be used for the purchase of certain professional services time as described below ("Service Credit") and allows you to use your investment as it accrues until it is depleted. Actual value is deducted from the Service Credit upon completion of any service at Marco's current time and materials rates with a 15-minute minimum deduction. The Service Credit may also be used for fixed-fee projects of up to \$25,000.
2. Term of the Agreement. The initial term of this Flex Service Plan is two (2) years (the "Initial Term"). If there is any unused Service Credit at the end of the Term, this Flex Service Plan will automatically renew for an additional one (1) year term (the "Additional Term") (the Initial Term and Additional Term together are the "Term") pursuant to the terms below. Subject to the terms and conditions herein, all Service Credit is eligible to be used during the Term. If unused Service Credit remains at the end of the Initial Term (the "Unused Credit"), fifty percent (50%) of the Unused Credit is forfeited, and the remaining fifty percent (50%) of the Unused Credit may be used during the Additional Term. If any Unused Time remains at the end of the Additional Term, any such time is forfeited. For example, if \$2,000 remains at the end of the Initial Term, \$1,000 is forfeited and the remaining \$1,000 may be used during the Additional Term. If, during the Additional Term, \$750 of Service Credit is used, the remaining \$250 is forfeited. This Flex Service Plan terminates at the earlier of a) the depletion of all Service Credits, or b) the end of the Additional Term.
3. Payment Options. There are two payment options:
 - a. Pre-Pay in Full. With this option, the entire amount of the Service Credit is prepaid. All of the Service Credit may be utilized immediately upon entering into this Flex Service Plan.
 - b. Twelve Monthly Payments. The amount of the Service Credit is divided into twelve equal monthly payments that are due in each of the first twelve (12) months of the Flex Service Plan. Client may only use time as accrued. For example, if \$15,000 of Service Credit is purchased, Client will pay \$1,250 for each of the first twelve months. After three months have accrued, if no Service Credit has been used, Client will be able to utilize \$3,750 of Service Credit. If more than \$3,750 of Service Credit is utilized by the end of the third month, the excess will be invoiced to Client at Marco's Time and Materials rates.

4. Flex Service Plan Discounts. Client will receive discounted Service Credit based on several variables, including the amount of Service Credit purchased, whether it is paid in full or over twelve months, and whether Client is a Managed IT customer. The discounts are shown in Exhibit A.

5. Additional Flex Service Plan Terms and Conditions

- a. Marco's services are billed at Marco's then current prevailing rates (in minimum increments of 15-minutes) and are deducted from the Flex Service Plan balance (if any) upon completion of the service.
- b. If the completed service exceeds the Flex Service Plan balance, the overage will be billed to Client at Marco's then current rates.
- c. If services are 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.
- d. All Marco professional are available under this Flex Service Plan, with the exceptions of managed services monthly payments, and any other annuity-based agreements. Flex Service Plan balances may not be used for the purchase of hardware, software, maintenance, or any other resold products.
- e. 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 Flex Service Plan funds for or shall bill Client at its prevailing rates for time spent collecting and documenting the requested information.
- f. 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 Flex Service Plan at the applicable service rate.
- g. Marco reserves the right to delay or suspend service if Client's account with Marco is delinquent.

6. Examples of services available under this Flex Service Plan include:

- a. Marco Technology Assessments / Marco Security Assessment
- b. Firmware and Code upgrades on Existing Infrastructure
- c. New Service and Project Deployments
- d. Point-In-Time Support
- e. Firewall Health Checks
- f. Hardware Installation Projects
- g. Business Continuity Planning
- h. On-Site Local Tech time

IN WITNESS WHEREOF, the parties have each caused this Flex Service Plan to be signed and delivered by its duly authorized officer or representative on the date set forth below.

Marco Technologies, LLC

[Customer]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

	Prepaid	Monthly
>10K TCV	5%	2.50%
>20K TCV	10%	7.50%

Marco AmplifyIT customers will receive an incremental 2.5% discount for each category.