

MARCO'S PROFESSIONAL SERVICES ENGAGEMENT AGREEMENT

This Professional Service Engagement Product Agreement ("PSE 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 PSE Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this PSE 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 PSE Agreement.

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 PSE Agreement. This PSE Agreement is valid through the expiration date on any SOP.

Any requested changes to this PSE Agreement will be addressed according to the Change Management process outlined below. Any work performed by Marco that is not listed in this PSE Agreement including work required to assist the Client with the completion of this PSE 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 supplied 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 SOP(s) 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 coordination team will be considered in-scope for the purposes of this engagement:

- Marco to provide point of contact for Client scheduling
- Order placement and tracking for Equipment delivery
- Facilitate creation of the engagement execution timeline and communication with Client on execution activities
- Schedule and facilitate internal/external kickoff meetings – distribution of meeting notes and deliverables from meeting (if required)
- Schedule additional meetings as required for successful completion of engagement
- Schedule engineering resources for both onsite and remote time as necessary to complete this Services engagement
- Facilitate any Change Orders through the Change Management Process
- Tracking of post cutover punch-list items (if applicable)

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

Client responsibilities

Client will provide any and all access to all premises as needed by Marco to perform its responsibilities under this PSE 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.

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 PSE 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.

Services Assumptions and Exclusions

Any 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. 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 is covered by its respective manufacturer warranties. 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>.

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"), Premium IT Agreement ("PIT Agreement"), or Flex Service Plan ("FSP 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).

Effective: April 15, 2020