

MARCO'S PREMIUM IT AGREEMENT

This Premium IT Agreement ("PIT 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 PIT Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this PIT Agreement unless otherwise expressly stated. If Client does not accept and comply with this PIT Agreement, it may not place an order or use the services.

Premium IT

Marco's Premium IT ("PIT") is for the purchase of access to monthly blocks of Premium IT Service time as described below ("Premium IT Service.")

- Client agrees to pay Marco the monthly amount listed on Marco's Schedule of Products ("SOP") for PIT ("Monthly Funds"). The minimum Monthly Funds shall be \$1,000.
- During any PIT Term or Renewal Term, defined below, any unused portion of the Monthly Funds will be carried over for use in the twelve (12) consecutive months following the month in which they are paid. Monthly Funds carried over will be forfeited if unused after 12 months ("Carryover Period").
- Payments for access to the Premium IT Service are billed at Marco's then current prevailing rates (in minimum increments of 15 minutes) and are deducted from the Monthly Funds balance upon completion of the service.
- If the completed service exceeds the Monthly Funds 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. CST Monday – Friday) or on Marco recognized holidays, then after-hour rates will apply.
- All services available under PIT are time and material only. PIT cannot be used for fixed bid labor projects.
- Premium IT 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 Monthly Funds for or shall bill Client at its prevailing rates for time spent collecting and documenting the requested information.
- Examples of Premium IT Services 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 Monthly Funds or bill Client both at Marco's then prevailing rates.

Term, Termination, and Renewals

Each PIT 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"). Each SOP shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the Term or Renewal Term.

Client is purchasing PIT for the complete contract term designated in the SOP. Client may terminate any SOP after providing thirty (30) days' written notice to Marco. In the event Client terminates a SOP prior to the end of the then current SOP Term, Client will pay Marco an amount equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the Term or Renewal Term ("Termination Fee"). Client shall pay Marco's invoice containing the Termination Fee and any other fees within thirty (30) days of the date of the invoice. Additionally, upon termination or expiration of PIT, any balance of Monthly Funds will be forfeited when the Carryover Period has ended. 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 PIT 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