



PROFESSIONAL PROJECT MANAGEMENT AGREEMENT

THIS PROFESSIONAL PROJECT MANAGEMENT Agreement is between SOLUS Network Solutions Inc., d/b/a/ SOLUS Technology Solutions ("SOLUS") and Customer as specified in the Customer Service order (hereafter "Customer"), which is hereby attached to and made a part of that certain Master Services Agreement (along with this Services Agreement, the "Agreement") between SOLUS AND Customer.



Terms of Engagement. Customer hereby engages SOLUS to Professionally manage the installation of services described on **Exhibit A** (the “**Services**”) For and in consideration of SOLUS’ services, covenants, and agreements, Customer shall pay SOLUS the amounts specified in **Exhibit A** (the “**Services Fee**”) and on the Customer Service Order. If there is any discrepancy between the Exhibit A and the Customer Service Order, the Customer Service Order shall take precedent.

Progress Reports. During the Implementation process, SOLUS shall update the customer of (a) the progress for the Services being installed and any variances from the anticipated timeline for the install of said Services; (b) any known problem or circumstance encountered by the service provider during such period which may cause any delay, pricing changes or cost overrun; and (c) a description of the cause of each such problem or circumstance and the specific steps proposed to be taken to remedy such problem.

Customer Owned Items. If Customer provides any hardware, software, tools, or other items (“**Customer Property**”) for SOLUS’ use in connection with the performance of the Services, no title to any Customer Property shall pass to SOLUS, and SOLUS shall return all Customer Property to Customer upon successful implementation of the Services, or upon termination of services. SOLUS agrees to use Customer Property in a manner consistent with their intended use and to exercise at least the same degree of care in their use as it does with its own similar property, but in no event less than reasonable care.

1. Acceptance; Payment. Upon successful completion of the acceptance of Services, SOLUS may invoice Customer for the Services Fee. Customer shall have no obligation to pay any invoice received from SOLUS prior to the successful completion and Acceptance of Service. All payments made in respect of Services shall be made by Customer on net thirty (30) day terms after receipt of accurate invoice.

Independent Contractor. SOLUS’ relationship to Customer is that of an independent contractor. Neither party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venturer of the other party. All persons performing SOLUS’ obligations under this Agreement shall be considered to be solely the employees, contractors or agents of SOLUS or its contractors, and SOLUS and its contractors shall be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance, and other items payable to or on behalf of such personnel, and for maintaining worker’s compensation insurance on such personnel.

Insurance. SOLUS, at its sole cost and expense, will maintain comprehensive general liability, employer’s liability, and automobile liability insurance in such amounts as are commercially reasonable to insure against losses to

Customer or third parties arising out of the acts or omissions of SOLUS, its employees, agents, or contractors in connection with this Agreement. The insurance required by this paragraph shall be maintained during the Term of this Agreement and for a period of two (2) years thereafter, and Customer shall at any time have the right to require proof that such insurance is in force and is adequate to provide the protection contemplated by this Section 7.

Term and Termination. The term of this Agreement will begin on the date of the Service Order and, unless sooner terminated in accordance with the Agreement, shall continue until all work is accepted or the Agreement is terminated.

Conflicting Obligations. SOLUS represents and warrants to Customer that SOLUS is not subject to any agreement which prohibits, restricts, or impairs in any way SOLUS’ ability to perform the duties of engagement or to use SOLUS’ best efforts to promote the interests of Customer.

**EXHIBIT A
TO
PROFESSIONAL PROJECT MANAGEMENT AGREEMENT**

Description of Professional Project Management:

Professional Project Management includes:

- Populate contract, project documents and forms to ensure order accuracy
- Submission/Processing of orders with the respective providers
- Coordinate a kick-off call with the provider, customer and customer's vendor(s) to review complex projects
- Ensuring order is moving through the providers systems
- Coordinate all provider site visits with the customer designated point of contact
- Management of all milestones related to the project and providing periodic updates to the status of the implementation
- Assisting Customer in the disconnect of existing services (as long as it is related to the services installed by the SOLUS team).
- Bill review of first invoice and any necessary fixes to ensure billing accuracy

Pricing Table

Service Type at each location	Services Fee
Coax/Broadband	\$150
Fiber Services	\$450
New Construction – Fiber or Coax/Broadband	Add \$150 to each service type
Fiber and Broadband (Same Site)	\$500
SDWAN Appliance	\$50
Unified Communications as a Service (UCaaS) <50 seats	\$10 per seat
Unified Communications as a Service (UCaaS) 50-250 seats	\$7 per seat
Unified Communications as a Service (UCaaS) 251-500 seats	\$5 per seat
Unified Communications as a Service (UCaaS) >500 seats	ICB
Contact Center as a Service (CCaaS)	ICB