

MARCO AmplifyIT PRODUCT AGREEMENT

This AmplifyIT Product Agreement ("AmplifyIT Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and _____ ("Client") for the services ("Services"), equipment (collectively, "Equipment"), and software ("Software"), (collectively, "Products") that Marco will provide. This AmplifyIT Agreement is made and entered into pursuant and subject to the terms and conditions of the Marco Relationship Agreement ("Agreement") between Marco and Client and the Parties agree to be bound by its terms. Defined terms in the Agreement have the same meaning in this AmplifyIT Agreement unless otherwise expressly stated.

As used in this Agreement,

1. "Agreement" means, the Marco Relationship Agreement between Marco and Client (each as defined below);
2. "AmplifyIT Agreement" means, this contract between Marco and Client for AmplifyIT;
3. "AmplifyIT Agreement Term" means, the term of the AmplifyIT Agreement which shall commence upon Client signature on any SOP (as defined below) through the completion of the SOP Term (as defined below);
4. "AmplifyIT Feature" means, a feature that is included in the product subject to the AmplifyIT Agreement (including security);
5. "Assessment" means, the process used by Marco to ensure all Client technology proposed to be under management meets Marco's Minimum Specifications (as defined below);
6. "Asset Summary" means, the list of all Designated Equipment (as defined below);
7. "Client" means, the party specified in the first paragraph of the AmplifyIT Agreement;
8. "Client Access Information" means, as those rights, privileges and authorizations, Marco requires for it to carry out its obligations or exercise its rights under the Agreement and this AmplifyIT Agreement, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance, facilities entrance capabilities and Network Credentials (as defined below);
9. "Client Equipment" means, any computers, equipment, systems, cabling, or facilities provided or otherwise owned by Client and used directly or indirectly in the provision of the Services;
10. "Client Information and Access" means, Client's additional information, which Marco reasonably requests, including but not limited to: information about facilities, computers, network environment, servers, drives, switches, routers, hard drives, mobile devices, Third Party Applications (as defined below), licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc.;
11. "Contacts" means, collectively, Client's project manager and IT administrator;
12. "Designated Equipment" means, any Equipment (as defined below) on which Marco has monitoring capabilities and meets Marco's minimum equipment and software specifications;
13. "Designated Site" or "Designated Sites" means, the physical location(s) where Marco will perform any on-site work as specified on the SOP;
14. "Designated User" or "Designated Users" means, Client employee(s) and other designee(s) who are users of Support Desk Services (as defined below);
15. "Equipment" means, any computers, equipment, systems, cabling, or facilities and used directly or indirectly in the provision of Services (as defined below);
16. "Existing Provider Cutover" means, the date existing services, equipment, and software of another provider transitions to Marco Services, Equipment, or Service;
17. "Go Live Date" means, the date designated by Marco when all Products (as defined below) specified in the SOP are available to Client's Designated Users;

18. "Implementation Fee" means, the fee charged by Marco for Services provided before the Go Live Date;
19. "Managed Backup" means, a specific Service provided by Marco when specified on an SOP;
20. "Marco" means, Marco Technologies, LLC;
21. "Marco Service Catalog" means, the list of Services provided by Marco and found [here](https://www.marconet.com/legal/amplifyit-service-catalog) (<https://www.marconet.com/legal/amplifyit-service-catalog>);
22. "Marco's Password Standard" means, the minimum requirements for Client password security as detailed [here](https://www.marconet.com/legal) (<https://www.marconet.com/legal>);
23. "Minimum Specifications" means, the minimum environmental, password, and other standards necessary for Client to meet in order for Marco to provide Services;
24. "Monthly Recurring Charge" means, the amount per month charged to Client for Products as specified in an SOP;
25. "Network Credentials" means, access to certain network appliances as further described in the AmplifyIT Agreement and/or SOP;
26. "Network Discovery" means, the process of discovery of Client's Equipment, operating systems, software and network environment necessary for Marco to provide Services;
27. "Price Increase" means, the amount the Price (as defined below) rises annually as more further described in the AmplifyIT Agreement and/or SOP;
28. "Price(s)" means, the amount charged by Marco for the Products purchased or Services provided.
29. "Products" means, the software and equipment purchased by Client under a valid SOP;
30. "Project Manager" means, the Marco employee assigned to the AmplifyIT Services implementation;
31. "Remediation Plan" means, out of scope Services required for Client to meet the Minimum Standards;
32. "Remote Access Software" means, software used by Marco in order to provide End User Support Desk Services remotely;
33. "Representatives" means, the directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of a party;
34. "Service Limitations" means, limitations or exclusions to the Services as determined by Marco;
35. "Services" means, certain IT services provided by Marco as particularly described in a valid SOP;
36. "Software" means, software applications or software as a service provided by or resold by Marco and listed in the SOP.;
37. "Schedule of Products" or "SOP" means, the Schedule or Schedules attached to this AmplifyIT Agreement which lists the Products and Services purchased by Client from Marco;
38. "Schedules" means, collectively, the attached document(s) containing SOP and/or other information, each of which are incorporated herein by reference;
39. "Product Effective Date" means, the commencement date of the SOP as further described in the SOP;
40. "SOP Renewal Term" means, the additional term that commences upon the expiration of the SOP Term (as defined below);
41. "SOP Term" means, the period commencing upon the SOP Effective Date until such time as described in the SOP;
42. "Support Desk Services" means, a certain Service provided by Marco that assists Designated Users with routine problem solving and requests for information as more particularly described in Schedule B;
43. "T&M" means, Services charged to Client on a time and materials basis;
44. "Termination Fee" means, the fee charged by Marco for early termination of a SOP;
45. "Third Party Applications" means, software developed by a third party and used by Client in its business.

DESCRIPTION OF SERVICES AND DELIVERABLES

- 1) Products.** Subject to the terms herein, Marco will provide, and Client will purchase, lease or license, as applicable, Products as described in the attached Schedules, which are incorporated herein by reference. All available Marco services are listed and described in the Marco Service Catalog located at: <https://www.marconet.com/legal/amplifyit-service-catalog>. Client shall pay the Price(s) listed on Marco's SOP for the Products. Any Products not listed on the SOP are not included in the fees therein and will not be delivered under this Agreement. Marco shall have the right to implement a Price increase which may include an increase to the Price(s) to Client in its sole discretion at the end of the first twelve (12) months of the Product Effective Date and once each twelve (12) months thereafter, by up to ten percent (10%). Client's monthly recurring billing as provided in the SOP commences on the Go Live Date (defined below). Client will be invoiced an Implementation Fee, which shall be paid within thirty (30) days of the date this AmplifyIT Agreement is signed. Any other one-time fees set forth in the SOP are due upon the Go Live Date.
- 2) Initial Client Network Scan.** Prior to the delivery of Services under this Agreement, Marco will perform a Network Scan. Client will be notified of any technology not meeting Marco's requirements and will be provided with the opportunity to acquire the necessary technology to meet Marco requirements. If client fails to purchase necessary technology (including software updates) as requested by Marco, Marco may, at its option, reprice this Agreement, terminate this Agreement, or limit the scope of its coverage. In the event Client is not in agreement with such changes, Client may terminate this Agreement.
- 3) Designated Site(s).** Marco will list the Designated Site(s) on the SOP. If Client's physical location changes from what is stated in the SOP, or a physical location is added, Client must notify Marco in writing and Marco will determine if a change order is necessary.
- 4) Designated Users.** Prior to Marco's installation of Remote Access Software, Client shall list the Designated Users allotted on the SOP. Client shall allow only its Designated Users to access the Support Desk Services and Marco is not obligated to support non-Designated Users. Client shall notify Marco of any changes to the Designated Users. The allotted Designated Users defined in the SOP will be the minimum Price. If Client exceeds its allotted Designated Users, the Price will be increased accordingly.

Designated User(s) are all users that exist in the Client's central authentication directory (e.g., Active Directory, Azure Active Directory [Entra ID], etc.). In the event a Client network user account is shared by more than one user, Marco reserves the right to bill for each user who uses that shared network user account.

- 5) Audit Rights.** Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users, the classification and status of all users that exist in the Client's central identity and access management system, and Client's use of the Products at such times as Marco reasonably requests. Client shall cooperate in and provide Marco all Client Information and Access Marco deems necessary to carry out such audit. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Equipment and Designated Users' status, user type, and use of the Products at such times as Marco reasonably requests. If Client exceeds its allotted Designated Users or software licenses or Marco finds that the user type has not been accurately designated or has changed, the Price will be increased accordingly.

- 6) Primary Point of Contact.** Client shall designate a Primary Point of Contact upon onboarding who shall act as the authority on behalf of the client. This user may delegate their authority. Client may change the Primary Point of Contact by providing written notice to Marco.
- 7) Client Changes.** Client shall notify Marco of any changes to their Designated Equipment or Designated Users not performed by Marco, including equipment decommissioning, installation, or replacement or in the case that a Primary Point of Contact or member with delegated authority has an employment change that revokes the authority to make decisions on behalf of Client and this AmplifyIT agreement. If a change is made to Client's environment by Client or a third party, Marco must be made aware of such change; if Marco is not notified of such change, Marco is not responsible for providing Services on the changed items.
- 8) Designated Equipment.** For the purposes of this AmplifyIT Agreement, Designated Equipment is defined as any Equipment on which Marco has monitoring capabilities and meets the standards as stated in the Service Catalog. Marco and Client will compile the Asset Summary. Client shall promptly review the Asset Summary and report any missing equipment or inaccuracies. Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products without a complete and accurate Asset Summary and agrees that Marco shall have no liability to Client or any third party arising out of such delay.
- 9) Term, Termination, and Renewals.**
- a) Unless terminated earlier as provided in the Agreement or in the Sub-Section below, this AmplifyIT Agreement Term shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of its intent not to renew at least seventy-five (75) days prior to the end of the then-current term. This AmplifyIT Agreement shall remain active as long as there is an active SOP between Marco and Client.
 - b) Unless terminated earlier as provided in the Agreement or this AmplifyIT Agreement under the Sub-Section below, each SOP shall be in effect as of the Go Live Date defined below and shall continue for the term stated in each SOP for Products purchased ("SOP Term"). Each SOP shall automatically renew for successive twelve (12) month periods ("SOP Renewal Term") at then applicable rates which are subject to change in Marco's sole discretion, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current SOP Term or Renewal Term.

Client is purchasing the Products 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, unless otherwise stated herein, Client will pay Marco a Termination Fee equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the SOP Term or SOP Renewal Term and any professional service, on boarding, off boarding, or other applicable fees. Client shall pay Marco's invoice containing the Termination Fee and any other fees within thirty (30) days of the date of the invoice. Notice of termination under this subsection shall be provided as set forth in the Agreement. Payment of the Termination Fee is not a penalty assessed to the Client for canceling the SOP before the end of the term and shall be paid as liquidated damages to Marco as actual damages may be hard to determine.

PLANNING, IMPLEMENTATION AND CHANGES

- 1) Project Contacts.** Marco's Project Manager will interface with Client's Primary Point of Contact, who has full authority to approve changes to this AmplifyIT Agreement. Client shall also designate a primary and secondary IT administrator who shall be competent to, and shall have full authority to, dictate Client's network policy and make all technical decisions for Client concerning the provision and use of the Products. One of Client's IT Administrators may also serve as its project manager if Client so designates. Client represents and warrants that its Contacts have full authority to bind Client, and that Marco may rely on the Contacts, and their decisions, instructions and directions in carrying out this AmplifyIT Agreement.
- 2) Client Information and Access.** To facilitate the efficient and effective provision and use of the Products, Client agrees to provide to Marco at Client's expense copies of, access to, and permission to collect, maintain, process, use and enter, as applicable:
- Client's Designated Site; Designated Equipment; Client Equipment; the Equipment; hardware or facilities of any other kind which Marco reasonably requests;
 - Client Designated Users' names, phone numbers, and email addresses;
 - Client Contacts and other Representatives;
 - Client Access Information;
 - Marco named administrative service accounts to Designated Equipment; if not possible, we will assist client in order to set-up client service accounts;
 - Client Information and Access; and
 - If physical access to Client Equipment is controlled by a third party, then Client shall pay for Marco's time at then prevailing rates (including travel time) and any fees relating to such access, including fees associated with such things as finger printing, photographs, and background checks.
- 3) Remediation and Service Limitations.** Marco may designate certain Service Limitations, including those on Schedule E, or require that Client enter into a separate remediation agreement or otherwise abide a Remediation Plan if: (i) on the Effective Date the Client's environment is not up to Marco's minimum standards; or (ii) during Network Discovery, or at any other time during the AmplifyIT Agreement, Marco determines that upgrading, replacement or other remediation by Client will be required in order for Marco to efficiently and effectively provide and Client and its Representatives to use the Products. Client shall pay Marco's then prevailing rates for any remediation services.

If Minimum Specifications are not met or if Client elects not to implement a product or feature that is included in the AmplifyIT Agreement (including for security) ("AmplifyIT Feature"), Client shall be responsible for and shall pay Marco's prevailing rates for any services Marco performs, including incident response or remediation, that Marco determines in its sole discretion resulted from (i) the failure to meet Minimum Specifications or implement AmplifyIT Feature(s) or (ii) the support of feature(s) Client has elected to use in lieu of the AmplifyIT Feature(s).

If (i) Minimum Specifications are not met; (ii) Client fails to implement a AmplifyIT Feature or a Remediation Plan; or (iii) Marco determines in its sole discretion that the Service Limitations would prohibit Marco from efficiently and effectively providing the Products, Marco may terminate this AmplifyIT Agreement without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination, including the Implementation Fee.

Marco's assistance in any audit or other investigation (e.g., computer forensics) initiated by or on behalf of Client or any third party, including any response to a security incident, is billable at Marco's prevailing

rates.

Client will receive a formalized version of the Schedule E, as referenced below, from which the Client shall be responsible to implement the items listed on the Schedule E, or elect to select the risk, within the time frame designated in the Schedule E.

- 4) Planning and Schedule.** Client shall cooperate with Marco to plan for and schedule dates and times for all steps leading to the Go Live Date, including but not limited to: the Network Scan, the provision of any Client Information and Access, any Existing Provider Cutover, the Go Live Date and all other on boarding.
- 5) Cutover from Existing Provider.** To the extent the Services, Equipment or Software will be replacing existing services, equipment and software of another provider, Marco will assist Client with the transition by providing service continuation guidelines and an Existing Provider Cutover. Client acknowledges and agrees that factors relating to Client's existing provider, which are not in the reasonable control of Marco, may limit the effectiveness of the Existing Provider Cutover. Client agrees that Marco shall have no liability to Client or any third party arising out of such factors, and all work performed by Marco pursuant to this section will be invoiced at Marco's T&M rates.
- 6) Go Live.** Marco will notify Client of the Go Live date when all Products specified in the SOP are available to Client's Designated Users. Marco will host a welcome call and provide Client and the Primary Point of Contact with information needed for Designated Users to access Marco Support Desk Services. Marco's obligation to deliver Products as specified in the SOP and this AmplifyIT Agreement does not begin until the Go Live Date. Prior to the Go Live Date, Marco will be in the Product implementation process, which means (a) the Products will not be active, (b) the SOP Term will not begin, and (c) the specific terms in this AmplifyIT Agreement pertaining to the inactive Products shall not yet be enforceable. Failure of the Client or the Designated User to engage with Marco effectively and efficiently, including but not limited to failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than sixty (60) days after the date the SOP is signed, may lead to all or any of the following, at Marco's discretion, regardless of the status of Product implementation: a start of billing for the Products; additional fees; the beginning of the AmplifyIT Agreement Term; termination of this AmplifyIT Agreement.
- 7) Discovery Scope.** The Network Scan, Remediation Plan and Service Limitations are not to be considered a comprehensive analysis, but rather are the limited discovery of Client's network environment for purposes of Marco's efficient and effective provision of the Products under this AmplifyIT Agreement. Client represents and warrants that it and its Representatives shall not rely on nor allow any third party to rely on such assessment for any other purpose.
- 8) Equipment and Site Prerequisites.** The Equipment, if any, is identified on the SOP. Client shall place the Equipment in a suitable environment to maintain it in good working order in order for Marco to provide Services. Prior to Marco's installation of any Equipment and thereafter, as required for Marco's effective and efficient provision of the Products, Client shall:
 - a) Specify the location for any installation;
 - b) Prepare the installation site in accordance with Marco's installation instructions and applicable environmental, health and safety regulations;
 - c) Provide adequate: space for the equipment, network or communication cable as required by Marco; light, separate AC power sources, ventilation and other equipment or items necessary for the efficient and effective installation, operation and use of the Products; and

d) Take such other action as is necessary or reasonably requested by Marco to prepare and maintain the site and environment for the effective and efficient provision of the products.

9) Software License Terms In accordance with the Agreement, Client understands and agrees that it is required to comply with the then current version or applicable License terms for the Software (including for Managed Backup) and/or AmplifyIT Feature(s) which (i) are located at [Subscription and License Product Agreements](#) and (ii) are otherwise applicable to any Software and/or AmplifyIT Feature.

10) Out-of-Scope Issues. Upon request of Client, Marco may provide services that are outside the scope of this AmplifyIT Agreement on a Time & Materials ("T&M") basis. T&M is a method of engaging Marco that allows Client to utilize a variety of Marco technical resources on an as-needed basis. With a T&M engagement, Client is not purchasing a fixed set of deliverables, but instead is purchasing time on an as-used basis. The work performed during the resource's time is governed by to the expressed requirements of Client, and Marco makes no warranty or guarantees with respect to the T&M Services. All actual hours used by the Client will be billed according to Marco's then current rate pursuant to your FSP, if applicable. For items that are specifically covered under contract please refer to the Marco Service Catalog.

11) Changes and Enhanced Services. Except as expressly stated otherwise herein or in the Agreement, no order, statement, conduct of either Party, nor course of dealing, usage, or trade practice shall be treated as a change to the obligations or rights of either Party hereunder or in the Agreement, unless agreed in a writing by both Parties. The Parties' agreement to change this AmplifyIT Agreement shall be set forth in an amendment hereto and/or an updated SOP signed by the Parties.

CLIENT RESPONSIBILITIES

Once the Agreement, this AmplifyIT Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the AmplifyIT Services implementation. The implementation and activation of the Go Live Date will require assistance from Client needed to complete and maintain the Network Information. Such assistance includes the items listed below. All information requested and communication should be routed to the Project Manager assigned.

- 1) Network Credentials.** Client will provide documentation of Network Credentials Marco's Project Manager prior to the start of the AmplifyIT Services implementation.
- 2)** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this AmplifyIT Agreement, including, but not limited to: actively participating in the planning, scheduling, information gathering, monitoring, maintaining, managing, providing feedback, considering recommendations (including as to single point failures) and implementing remediation or changes for the effective and efficient provision and use of the Products.

Migrating Client's Products gracefully to a new provider or internal support requires a great deal of planning. Planning and executing the migration is the responsibility of Client and/or Client's new IT provider and not Marco. Marco will provide assistance as requested to answer questions, and transition access to key systems. All assistance provided by Marco will be invoiced at its then current T&M rates. All migration costs, including any remaining licensing subscription fees, any migration assistance provided by Marco and any costs incurred by Marco for and during the migration away from its Products will be invoiced at Marco's then-current T&M rates. Marco may require payment prior to providing

services, licensing or products. Marco will not be responsible for any support, maintenance, or management of any systems after control and or administrative access is delivered to Client.

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

Marco Technologies, LLC

Signature:

Name:

Title:

Date:

[Client Name]

Signature:

Name:

Title:

Date:

Version: 1.0