MARCO'S COLLABORATION PRODUCT AGREEMENT

This Collaboration Product Agreement ("Collaboration Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any Schedule of Products ("Client") for the applicable services ("Services" or "Collaboration Services") and related equipment and other goods ("Equipment"), software ("Software"), and Incidentals (defined below) (collectively, "Products") that Marco will provide pursuant to the terms and conditions of the Marco Relationship Agreement ("Agreement"). The Agreement can be found at: marconet.com/legal. This Collaboration Agreement is governed by and subject to the Agreement. Except as modified herein, solely with respect to the Collaboration Services and Products, the terms of the Agreement remain in full force and effect and binding upon the Parties. Defined terms in this Collaboration Agreement shall have the same meaning in the Agreement unless otherwise expressly stated. This Collaboration Agreement is made effective upon Client signing a Schedule of Products which incorporates a Collaboration Agreement. In the event of an actual conflict between any provisions of the Agreement, this Collaboration Agreement and an executed Schedule of Products, the order of precedence shall be as follows: (1) the Agreement; (2) the Schedule of Products, but *only* as to pricing and delivery terms, service term lengths and other terms specifically applicable only to the Products listed thereon; and (3) this Collaboration Agreement.

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 Collaboration Service Catalog located at https://www.marconet.com/legal/collaboration-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. The "SOP Effective Date" shall be sixty (60) days from signature by Client of the SOP, excluding UC-Zoom services, which will be "SOP Effective Date" on day of signature. Client's monthly recurring billing commences on the SOP Effective Date, unless a delayed start date has been mutually agreed upon in writing within the SOP. Marco shall have the right to implement a Price increase in its sole discretion at the end of the first twelve (12) months after the SOP Effective Date and once each twelve (12) months thereafter, by up to ten percent (10%). Any other one-time fees set forth in the SOP are due upon the SOP Effective Date.

2. **Designated Site**. 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.

3. **Support Desk Services.** Support Desk Services are included as part of the Services as described herein. Client shall designate authorized users of Support Desk Services (defined below) ("Designated Users"). 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.

4. **Designated Equipment**. Marco will provide Client with a list ("Asset Summary") with the SOP of purchased or leased equipment or software to be used or migrated, as applicable, for the Services ("Designated Equipment"). If Client has existing equipment not purchased or leased through Marco, Client shall be responsible for informing Marco of all such equipment being used for the Services. Client shall promptly review the Asset Summary and report any missing equipment, software or inaccuracies within twenty-five (25) days of receipt of the SOP and Asset Summary. 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.

5. **Minimum Equipment and Software Specifications.** Marco's obligations under this Collaboration Agreement are limited to:

a) equipment which is professional grade, uses a business class operating system, meets manufacturer current specifications and is supported under a current manufacturer's warranty;
b) operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and
c) equipment, operating systems and other software having the current capability to be supported by Marco remotely.

The above items are referred to herein collectively a "Minimum Specifications." If Minimum Specifications are not met, 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 the failure to meet Minimum Specifications.

6. **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.

7. **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.

8. **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 Collaboration 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.

9. **Term, Termination, and Renewals.**
   a) **Collaboration Agreement.** Unless terminated earlier as provided in the Agreement or in Section 9(c) below, this Collaboration Agreement shall be in effect as of the execution date of the first SOP for applicable products hereunder and shall continue until the expiration or termination of the last active SOP hereunder ("Collaboration Agreement Term"). Each SOP shall automatically renew for successive twelve (12) month periods (each a "SOP Renewal Term"), at Marco's then-applicable rates for the applicable Product(s), unless either Party provides written notice of its intent not to renew such SOP at least sixty (60) days prior to the end of the then-current Term or Renewal Term.

   b) For the avoidance of doubt, the terms and conditions of this Collaboration Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this Collaboration Agreement, for the remaining term of such SOP without further renewal or extension. Products may be added to any SOP co-terminous to the original SOP term upon Marco's acceptance of an order therefore. Financed Products may be added co-terminous on a pro-rated pricing schedule. Collaboration Services other than UC-Zoom may be reduced up to fifty percent (50%) of the original contracted monthly service rate from the SOP without incurring the Termination Fee (defined below).

   c) Client is purchasing the Products for the complete contract term designated on the SOP. Client may terminate any SOP after providing sixty (60) days' written notice to Marco. In the event it does so, or in the event that Marco terminates an SOP for Client's uncured breach, Client will pay Marco a "Termination Fee," amounting to the total of the following:
   (i) an amount equal to the Monthly Recurring Charge, including that for financed Products, multiplied by the number of months remaining in the SOP Term or SOP Renewal Term;
   (ii) all amounts due for any professional service, onboarding, offboarding, or other applicable fees or costs incurred by Marco in commencing, delivering or installing, or preparing to commence, deliver or

install, Services or Products;
(iii) all third-party costs, including termination fees, incurred by Marco for the Products, including by way of example and not limitation, early termination fees for third-party circuits obtained for the provision of Products or Services to Client; and
(iv) an amount equal to the difference between the full value of all Products and related services or materials (including without limitation professional services, design, installation, or devices) that Client received and the amount actually paid by Client under any discount, free or reduced services, free trial or waiver of charges for any such Product or related services or materials.
Client shall pay Marco's invoice containing any outstanding unpaid charges, the Termination Fee and any other taxes, fees or other amounts due within thirty (30) days of the date of Marco's final invoice. Notice of termination under this subsection shall be provided as set forth in the Agreement.

d) Prior to the effective date of the termination of Collaboration Services, upon Client's request and provision of such letters of authorization or other documentation of the request as Marco may reasonably require, Marco will use commercially reasonable efforts to release Client's telephone number(s) to Client's new service provider if:
   i. Such new service provider is able to accept such number;
   ii. Client has complied with its obligations under the Agreement including payment for all charges and any applicable Termination Fee; and
   iii. Client's account with Marco is current.

   Following completion of the port-out of any number(s) to a new service provider, Client shall, if it has not already done so, provide notice of termination or cancellation with respect to affected Products in accordance with this Collaboration Agreement. Client shall be responsible for all charges related to any telephone number unless and until such service to such number has been cancelled or terminated in accordance with this Agreement.

10. **No Directory Listing.** The new phone numbers Client obtains from Marco will not be listed in any telephone directories. Phone numbers transferred from a Client's local phone company may, however, be listed. As a result, reverse directory may not be utilized with some phone numbers to lookup an associated address. Confirmation of phone number directory listing is Client's responsibility.

11. **Recording Conversations.** Marco provides a function that allows a user or subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary from state to state. If Client purchases this functionality, Client is solely responsible for complying with all applicable laws, rules and regulations when using this feature. Client will indemnify, defend and hold Marco harmless from and against any and all claims arising out of or related to the recording of any person, or the use or disclosure of any conversation recorded.

12. **Payphone Charges.** If Client uses Marco's "Toll Free" feature or any toll-free feature that Marco offers in the future, Marco will be entitled to recover from Client any charges imposed on Marco either directly or indirectly in connection with toll free calls made to Client's number. Marco may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Marco deems appropriate for the recovery of these costs.

13. **Charges for Directory Calls (411).** Marco will charge Client up to $1.50 for each call made to directory assistance.

14. **Charges for E-911 Calls.** If a call is made from a non-provisioned or improperly provisioned telephone number the call will not be automatically routed to the correct Public Safety Answering Point ("PSAP"). Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center ("ECC"). In the event of a call being routed to the ECC under such circumstance, Client must also pay a per-call ECC charge of $100.00. Client acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. Clients placing five (5) or more calls per month to the ECC are subject to an additional $500.00 fee. Payment of the fee is not a penalty assessed to the client for dialing 911 in excess of five (5) or more calls a month and shall be paid as liquidated damages to Marco as actual damages may be hard to determine.

15. **Incompatibility with Other Services**
    a) **Security Systems.** The Products may not be compatible with security systems that require an analog telephone line powered by the local central office. Client may be required to maintain a telephone

connection through its local exchange carrier in order to use any alarm monitoring functions for any security system installed in the business. Client is responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Products.

b) **Certain Broadband and Cable Modem Services.** Client acknowledges that the Products may not be compatible with some broadband services. Client further acknowledges that some providers of broadband service may provide modems that prevent the transmission of communications using the Products. Client is solely responsible for ensuring Products are compatible with their selected broadband or cable modem services. **Marco does not warrant that the Products will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Products with any particular broadband service.**

EMERGENCY SERVICES - 911 DIALING

Your service includes Enhanced 911 (E911) as a standard feature; however, there are certain circumstances in which E911 may not be available. For your safety, please read the following capabilities and limitations of the E911 service described below. Enhanced 911 allows the delivery of your address and call-back number automatically to local emergency dispatch when you dial 911. As soon as your service is installed, you will have 911 dialing capabilities; however, you may experience a delay for approximately 24-48 hours after installation until you are entered into the emergency response database. Please note the E911 service is Voice over Internet Protocol ("VoIP") and is tied to a specific phone number and address, which cannot be moved without prior notification and authorization by Marco. These services are mandated by the Federal Communications Commission and cannot be provided by Marco if you, or any user under your account, move your service without notifying Marco. Therefore, your service may not be moved from location to location without prior notice to Marco. THE 911 DIALING (AS HEREINAFTER DEFINED) FEATURE OF THE PRODUCT IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS FROM TRADITIONAL 911 OR E911 SERVICE AS DESCRIBED BELOW. CLIENT SHALL INFORM ANY EMPLOYEES, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE CLIENT UTILIZES THE PRODUCTS OF (I) THE NON-AVAILABILITY OF TRADITIONAL 911 OR E911, AND (II) THE IMPORTANT DIFFERENCES IN AND LIMITATIONS OF THE MARCO COLLABORATION 911 DIALING FEATURE AS COMPARED WITH TRADITIONAL 911 OR E911 DIALING. Please consider these limitations carefully, ensure that you secure alternative means for contacting emergency dispatch and make sure all personnel at this location are fully aware of the means for contacting emergency personnel.

1. **911 Dialing.** Consistent with Federal law, Marco's 911 service does not require users to dial any prefix (e.g., 9 or 1) to place 911 calls. Client is solely responsible for ensuring compliance with Federal law, specifically Kari's Law. The service is pre-configured to enable users to dial 911 directly. Client may not, and must ensure that users do not, adjust the configuration to require users to dial any prefix to place 911 calls. Client must notify users that no prefix is required to dial 911. Client shall be solely responsible for any changes to the configuration of all Products undertaken by Client, its users or any other party without Marco's prior written consent. Marco and its shareholders, directors, officers, employees, affiliates and agents hereby disclaim any responsibility whatsoever for any demand, loss, claim, damage or action arising from Client or any other party's re-configuration of the system to require prefixes to dial 911.

2. **Other Client Obligations.** Client shall be responsible for designating a phone number or location to which notice of the placement of 911 calls under Client's system will be sent. Client shall ensure that the designated phone number or location is one reasonably likely to be observed 24 hours per day, seven days per week. Client shall be solely responsible for the management of the Products once installed, including without limitation, determining how lines should be distributed (including the adding or moving of lines), assigning and reassigning telephone numbers, and ongoing network configuration, and for the day-to-day operations of the Products.

3. **Non-Availability of Traditional 911 or E911 Dialing Service.** The Products do not support traditional 911 or E911 access to emergency services in all locations. Where Marco does not offer traditional 911 or E911 access, Marco offers a feature known as "911 Dialing" which is a limited emergency calling service available only on end user devices provided by Marco ("Devices"). The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or subscriber provided Client premises equipment. Marco's 911 Dialing feature is not automatic; Client must separately take affirmative steps, as described in this Collaboration Agreement, to register the address where Client will use the Products in order to activate the 911 Dialing feature. Client must do this for each Marco Collaboration phone number.

4. **Registration of Physical Location Required.** For each phone number, Client must register with the Marco Support Desk the physical location (including without limitation, street address and such other identifying information such as floor and/or suite/room/unit number, as Marco may request) where Client will be using the Products with that phone number. If Client moves any Device to or uses any Product at another location, Client must register the new location. If Client does not register any new location, any call made using the 911 Dialing feature will be sent to an emergency center near the old address. Client will register each of its users' initial location(s) of use when Client subscribes to the Products. Thereafter, Client must register a new location by contacting the Marco Support Desk at voice@marconet.com or (800) 847 - 3097. For purposes of the 911 Dialing feature, Client may only register one location at a time for each phone line used with the Products.

5. **Confirmation of Activation Required.** The 911 Dialing feature will not be activated for any phone line that Client is using with the Products, unless and until Client receives an email from Marco confirming that the 911 Dialing feature has been activated for that phone line.

6. **How Emergency Personnel are Contacted.** Marco contracts with a third party to use the address of Client's registered location to determine the nearest emergency response center and then forwards Client's call to a general number at that center. When the center receives the call, the operator may not have Client's address and may not have Client's phone number. Client must therefore provide its address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If Marco learns that this is the case, Client's call will instead be sent to a national emergency calling center and a trained agent will contact an emergency center near the Client's registered location to dispatch help. Client, on behalf of itself and all users of the Products under its account, hereby authorizes Marco to disclose its or user's name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

7. **Service Outages.**

    a. **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Products, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, Client may need to reset or reconfigure the Device prior to utilizing the Products, including 911 Dialing.
    b. **Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of service by Client's broadband or internet service provider ("ISP") will prevent the Products, including 911 Dialing, from functioning.
    c. **Service Outage Due to Suspension or Termination of Marco Collaboration Account.** Service outages due to suspension or termination of Client's account will prevent the Products, including 911 Dialing, from functioning.
    d. **Service Outages Due to ISP or Broadband Marco Blocking of Ports or Other Acts.** Client's ISP or broadband provider or another third party may intentionally or inadvertently block the ports over which the Product is provided or otherwise impede the usage of the Product. In that event, provided that Client alerts Marco to the situation, Marco will attempt to work with Client to resolve the issue. During the period that the ports are being blocked or the Product is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, Client's Product(s), including the 911 Dialing feature, may not function. Client acknowledges that Marco is not responsible for the blocking of ports by Client's ISP or broadband provider or any other third party, or any other impediment to Client's usage of the Products, and any loss of service, including 911 Dialing that may result.
    e. **Other Service Outages.** If there is a Product outage for any reason, such outage will prevent all Products, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Collaboration Product Agreement.

    f. **No Liability.** Without limiting any other disclaimers or limitations of liability contained elsewhere in this Collaboration Agreement, Client acknowledges that Marco is not responsible for any of the outages or disruptions described in this Service Outages Section, or any other loss of service or related impediment to Client's use of the Products, or Client's or its users' failure to properly register or maintain the 911 Dialing feature, that may result. IN THE EVENT CLIENT LOSES SERVICE BECAUSE OF A SERVICE OUTAGE OR OTHER SERVICE LOSS OR IMPEDIMENT, CLIENT WILL CONTINUE TO BE RESPONSIBLE FOR PAYMENT OF THE PRODUCT CHARGES.

8. **Re-Activation Required if Client Changes Its Number or Adds or Ports New Numbers.** 911 Dialing does not function if Client changes its phone number or adds or ports new phone numbers to its account, unless and until Client successfully registers its location of use for each changed, newly added or newly ported phone number.

9. **Possible Lack of Automatic Number Identification.** It may not be possible for the local emergency personnel to automatically obtain the user's phone number when using the 911 Dialing. Marco's system is configured to send the automatic number identification information; however, one or more telephone companies, not Marco, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. **As a result, the operator who answers the 911 Dialing call may not be able to automatically obtain the phone number and call back if the call is not completed or is not forwarded, is dropped or disconnected, if the user is unable to speak to tell the operator the phone number, or if the Product is not operational for any reason.**

10. **No Automated Location Identification.** In limited service areas, it is not possible to transmit to the local emergency response center the address that the Client registers for 911 Dialing. Client will need to state the nature of the emergency promptly and clearly, including the location (and possibly telephone number), as the operator will not have this information. Emergency personnel will not be able to find Client's location if the call is not completed or is not forwarded, is dropped or disconnected, if Client is unable to speak to tell the operator the location, or if the Product is not operational for any reason.

11. **Disclaimer of Liability and Indemnification.** Marco does not have any control over whether, or the manner in which, calls using Products, including the 911 Dialing feature, are answered or addressed by any local emergency response or national calling center. Marco also has no control over the acts or omissions of Client or its users, including without limitation any re-configuration of a Product or failure of Client or user to update any Device's registered location. Marco relies on third parties to assist in routing 911 Dialing feature calls to local emergency response centers and to a national emergency calling center. Marco disclaims all responsibility for and shall have no liability for, the acts or omissions of local emergency response centers and the national emergency calling center; third party telecommunications or broadband services providers; or Client or users of any Product under Client's account.

    a. THE FOLLOWING SUPERSEDES THE WARRANTY SECTION STATED IN THE AGREEMENT SECTION 10. MARCO DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER MARCO NOR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, OR AGENTS SHALL BE HELD LIABLE FOR ANY DEMAND, CLAIM, CAUSE OF ACTION, DAMAGE, LIABILITY, OR LOSS WHATSOEVER, AND CLIENT HEREBY WAIVES ANY AND ALL SUCH DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, AND LOSSES ARISING FROM OR RELATING TO THE PRODUCTS, INCLUDING THE 911 DIALING FEATURE, AND ANY DEVICE(S) OR EQUIPMENT (COLLECTIVELY, "CLAIMS"), UNLESS AND TO THE EXTENT SUCH CLAIMS RESULTED FROM MARCO'S RECKLESSNESS OR WILLFUL MISCONDUCT.

    Client shall defend, indemnify, and hold harmless Marco, its shareholders, directors, officers, employees, affiliates and agents and any other service provider who furnishes services to Client in connection with the Product, including the 911 Dialing feature, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney and expert fees) by, or on behalf of, Client or any third party relating to the absence, failure, or outage of the Product, including the 911 Dialing feature, incorrectly routed 911 Dialing feature calls, failure of Client to advise users of the limitations and restrictions set forth above, failure of Client or any user to comply with the requirements set forth above, and/or the inability of any user of the Products to be able to use the 911 Dialing feature or access emergency service personnel.

12. **Alternate 911 Arrangements. CLIENT SHALL SOLELY BE RESPONSIBLE FOR HAVING AN ALTERNATE MEANS TO ACCESS 911 OUTSIDE OF THE PROVIDED SERVICES.**

SUPPORT DESK ASSISTANCE

1. **Scope.** As part of the Services, Marco will make available to Client's Designated Users, access to the Marco Support desk ("Support Desk Service(s)").

2. **Incident Resolution**. Marco will provide Designated Users assistance in resolving incidents that cause a reduction in the normal quality or interruption of the standard functionality of the Services to the extent described under this Collaboration Agreement (collectively, "Incidents"). Client acknowledges and agrees that it is solely responsible for any costs and expenses associated with resolving Incidents following the above determination by Marco. For critical or emergency incidents Clients are required to submit a written request to the Marco Support Desk and follow up directly with a phone call to Marco Support.

3. **Remote Access**. When and where applicable, Client agrees that Marco may provide post-installation Support Desk Services remotely and that Marco may install such software on Client's equipment as Marco deems appropriate in its sole discretion for that purpose ("Remote Access Software"). Client agrees to provide Marco with: a) access to Client equipment; b) Client Information and Access (defined below); and c) any other items Marco reasonably requests for the installation of the Remote Access Software and for Marco's remote provision of Support Desk Services to Client. When remote access support is authorized, Marco may use this access whenever a support ticket is created and solely to provide services under this Collaboration Agreement. Network management for Marco Managed WAN services, if any, is not included in this Collaboration Product Agreement.

4. **Additional Remote or On-site Services**. Client may purchase additional Support Desk Service(s) at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this Collaboration Agreement and shall be made by an additional SOP or separate agreement in Marco's sole discretion.

5. **Resolution Response**. Marco will use commercially reasonable efforts to provide a live-call response to all Marco Support Desk Service requests. If Marco does not respond to a live-call, Client may leave a voice, email message, or open a portal ticket. Marco Support Desk Service requests shall contain a detailed description of the problem, the nature of any failure, any error/alert or other messages, tasks that were being performed prior to the problem, the name and version of software being used and the desired end result.

6. **Service Level Targets and Priority Standards**. Marco will provide Support Desk Service in accordance with its Service Level Targets and priority standards in effect at the time of Client's Support Desk Service request, which are subject to change in Marco's sole discretion. Current targets and priority standards are found in Service Catalog. Marco will use commercially reasonable efforts to meet its Support Desk Service Level Targets and Priority Standards, but it cannot guarantee that the targets and standards will be met in every instance.

7. **Service Level Agreement.** Marco will provide Service in accordance with its Service Level Agreement ("SLA"), if any, in effect at the time of Client's Support Desk Service request, which is subject to change in Marco's sole discretion. If applicable, the current SLA is in service catalog.

8. **Support Desk Downtime**. Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems ("Support Desk Downtime"). Marco will use commercially reasonable efforts to minimize such Support Desk Downtime, but Marco makes no representation, warranty or commitment with respect to Support Desk availability.

9. **Vendor and Software Guidance.** At Client's request, Marco in its sole discretion may provide general guidance to Client in considering the use of new or different software. Any such Marco guidance shall not be considered to be an analysis on which Client should rely to purchase such software or to determine such software's capabilities or effect on the Products or Client, all of which is the sole responsibility of Client. Client may purchase a software assessment under a separate agreement in Marco's sole discretion.

SOFTWARE UPDATES

As part of the Services, Marco will apply software patches and updates to the Software, as they are available, based on criticality, at Marco's sole discretion. The following provisions apply only to software related to the Collaboration Services and Products, and software provided with or in connection with other Marco products or services may be subject to different or additional terms provided by Marco or its licensors.

FAIR USE POLICY – VOICE MINUTES AND TEXT MESSAGING

1. Marco's Collaboration Services are provided for normal business use. This Fair Use Policy ("Fair Use Policy") applies to all voice minute and text messaging ("SMS/MMS") usage under any "unlimited" or included-bundle plan offered by Marco as part of the Products. Marco reserves the right to monitor usage and take the actions described below if usage patterns are inconsistent with normal business operations.
2. **Voice Minutes**
   Included or "unlimited" voice minutes are intended for ordinary business communications between live persons. The following activities are outside the scope of fair use and are prohibited without Marco's prior written consent:
   a. Auto-dialing, predictive dialing, or robocalling to any number;
   b. Call center or high-volume outbound telemarketing operations generating a disproportionate volume of calls relative to similarly sized accounts;
   c. Resale or wholesale use of voice minutes, including providing service to third parties not authorized under the SOP;
   d. Use of the Services in conjunction with call-pumping schemes, traffic stimulation, or similar practices intended to generate artificial call volume; and
   e. Any use that exceeds five hundred (500) outbound minutes per seat per month on a recurring basis, which Marco may treat as indicative of non-standard use requiring review.
3. **Text Messaging (SMS/MMS)**
   Included text messaging allowances are intended for standard business communications. The following activities are outside the scope of fair use and are prohibited:
   a. Sending unsolicited bulk or commercial SMS/MMS messages ("spam") in violation of applicable law, including without limitation the Telephone Consumer Protection Act ("TCPA") and any applicable state laws;
   b. Automated, application-to-person (A2P) messaging campaigns not separately registered and approved by Marco and the applicable messaging carriers;
   c. Phishing, smishing, or fraudulent messaging of any kind;
   d. Transmitting content that is illegal, obscene, threatening, or otherwise violates any applicable law, regulation, or carrier policy; and
   e. Any messaging volume that Marco determines, in its reasonable discretion, is inconsistent with normal business use for accounts of similar size and industry.
4. **Compliance and Remedies**
   Client is solely responsible for ensuring that all voice and messaging usage under Client's account complies with this Fair Use Policy and all applicable federal, state, and local laws and regulations, including the TCPA, CAN-SPAM Act, and applicable carrier acceptable use policies. In the event Marco determines, in its reasonable discretion, that Client's usage violates this Fair Use Policy, Marco may, without limiting any other remedies available under the Agreement:
   a. Issue a written notice requiring Client to cure the non-compliant use within ten (10) business days;
   b. Throttle, suspend, or terminate the applicable service feature pending investigation or cure;
   c. Transition Client to a usage-based pricing plan reflecting actual consumption at Marco's then-prevailing rates, effective upon notice to Client; and/or
   d. Terminate the applicable SOP for cause upon written notice if Client fails to cure within the applicable cure period.

   Client shall indemnify, defend, and hold harmless Marco, its shareholders, directors, officers, employees, affiliates, and agents from and against any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney fees) arising from or related to Client's violation of this Fair Use Policy, any third-party claims arising from Client's voice or messaging communications, or Client's failure to comply with applicable law.

PLANNING, IMPLEMENTATION AND CHANGES

1. **Remediation and Service Limitations**. Marco may designate certain limitations or exclusions from the Services ("Service Limitations") or require that Client enter into a separate remediation agreement ("Remediation Plan") if:

a. on the SOP Effective Date problems exist with Client's environment; or
b. during Network Discovery, or at any other time during the Collaboration 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.

2. **Planning and Schedule**. Client shall work with Marco to plan for and schedule dates and times for all steps leading to implementation of the Products, including but not limited to, as applicable: the Network Discovery, the provision of any Client Information and Access, number portability, site preparation and access, any Existing Provider Cutover (as defined below) and SOP Effective Date.

3. **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 to the Services, Equipment and Software by providing service continuation guidelines and an expected date when the transition will happen ("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.

4. **Training.** Marco will provide the below training services:
   a. Client self-service training; and
   b. Project Coordinator led webinar for administrative or knowledge workers for up to two (2) hours.

   Client may purchase additional training services, including onsite training, at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this Collaboration Agreement and shall be designated on the SOP or made by an additional SOP or separate agreement in Marco's sole discretion.

5. **Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this Collaboration 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. Client acknowledges and agrees that:
   a. its failure to timely provide such assistance and cooperation and perform any of its obligations under this Collaboration Agreement;
   b. the necessity of a Change Order, separate agreement, Remediation Plan, Service Limitations, or Client's request for enhanced, additional or different services, equipment, software or other things;
   c. the Existing Provider Cutover;
   d. limitations or barriers to the Client Information and Access;
   e. or factors in the reasonable control of Client, but not of Marco, may result in the delay, reduction or failure of the effective and efficient provision and use of the Products (collectively, "Limitations").

   Client agrees that it will be solely responsible for and will defend, indemnify and hold harmless Marco and its Representatives for any Claims, Losses, or other liability or consequences whatsoever arising out of or relating to such Limitations.

6. **Software Licenses and Other Agreements**. Client shall enter into, maintain, comply with and be bound by licenses, agreements or other prerequisites of third party software publishers vendors or equipment manufacturers for the Products (collectively, "Licenses"). The breach of any License shall be deemed a breach of the Collaboration Agreement.

7. **Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair defects in the Equipment, which meets Minimum Specifications ("Repairs"). Updates to firmware on Equipment are included. Updates to firmware on other Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment to the Marco service depot to make such Repairs.

8. **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 and signed by both Parties. Marco reserves the right in its sole discretion to require an additional SOP or separate agreement for any changes, additions, or enhancements to the Products.

IMPLEMENTATION SERVICES

Once the signed agreements are received, Marco will assign a Project Manager to work on implementation. Client agrees to provide assistance and documentation needed to complete the Network Discovery and design meetings. All information requested and communication should be routed through the Project Manager.

PRIVACY

THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH MARCO SHALL NOT BE HELD LIABLE.

SERVICE AND HARDWARE LIMITATIONS

Services for the implementation of this project are subject to the terms of the Agreement. Any (i) custom development work on applications or third party software related to API integration or custom applications; (ii) service rendered to equipment other than that listed on the SOP; or (iii) new/different equipment, software, etc. added to Client's system, will NOT be covered under the Agreement or any Collaboration Agreement unless, and until, agreed upon and approved in writing by Marco in a Change Order or other agreement in Marco's sole and absolute discretion. Any additional service other than that included in the SOP may be provided in Marco's sole and absolute discretion and will be billed at Marco's then prevailing rates.

MARCO'S COLLABORATION SUBSCRIPTION BUNDLE

(only applicable if Client purchases Subscription Hardware as a Service separate from base Collaboration Product)

1. **Hardware Subscription Service**
   As part of the subscribed service bundle, Marco will provide certain hardware devices ("Subscription Hardware") for Client's use during the active term of the Collaboration Agreement. Subscription Hardware is supplied solely for the purpose of enabling the licensed service(s) and remains tied to the active subscription.

   - Each Subscription Hardware device placed into service under this Agreement (whether at inception or added later under a Sales Change Order ("Sales Change Order")) carries the same term as SOP/PSE minimum service commitment (the "Device Term") beginning on the date such Subscription Hardware device is deployed ("Activation Date").
   - Subscription Hardware devices may be added at any time by execution of a Sales Change Order. Each newly added Subscription Hardware device shall be coterminous only with its own Device Term and shall not shorten or extend the Agreement Term.
   - Client may reduce the total number of Subscription Hardware devices in service under this Agreement only:
     - With a signed Sales Change Order for a site decommissioning, and
     - upon return of Subscription Hardware device(s) to Marco, and
   - Upon expiration of each Device Term, the Device Term will be extended automatically for successive twelve (12) month periods ("Renewal Device Term") unless Client provides written notice to Marco, no less than thirty (30) days before the end of the then current Device Term or Renewal Device Term , of its intent to cancel.
   - Changes to the scope of Services, the number of Devices in service, or the fees under this Agreement shall be governed by this change management process. The Parties agree to maintain accurate records of all site activations, decommissions, and other service adjustments throughout the Term. The Parties' agreement to change this Agreement shall be set forth in an amendment hereto and/or a Sales Change Order signed by the Parties.
   - **Commissioning and Decommissioning Requests**
     - Any request to add or remove a Device or site ("Commissioning" or "Decommissioning") shall be a request initiated by Client and executed with a formal Sales Change Order referencing this Agreement.
     - The Sales Change Order shall require electronic signature from both Parties prior to implementation. Upon execution, the signed Sales Change Order shall constitute an amendment and/or change to this Agreement.

2. **Ownership**
   All Subscription Hardware remains the sole property of Marco or its designated financing partner. No ownership, title, or equity transfers to the Client at any point unless expressly stated in writing and paid in full under a separate purchase agreement. Upon reasonable notice, Client shall permit persons designated by Marco to examine the Subscription Hardware at Client's place of business.

3. **Use of Equipment**
   Client agrees to use the Subscription Hardware in a responsible and secure manner and only for its intended business purpose. Client may not modify, sell, transfer, relocate outside the covered service location, or otherwise dispose of the equipment without written consent from Marco. Client must take reasonable and prudent precautions to protect the Subscription Hardware against damage, loss, theft, or misuse while in Client's care, custody, and control, and must provide insurance for the Hardware. Client shall notify Marco promptly of any issues or concerns related to the Subscription Hardware. Client shall ensure the Subscription Hardware is used in accordance with the manufacturer's guidelines. During the Term, the Subscription Hardware may not be used by

anyone other than Client without Marco's consent. Only Marco or a party Marco designates may service the Subscription Hardware.

4. **Loss, Damage, or Replacement**
   Client is responsible for the security, care, and proper operation of Subscription Hardware.
   - If hardware is lost, stolen, destroyed, or damaged beyond normal wear and tear, Client will be charged the then-current replacement cost.
   - Marco will provide replacement hardware under this agreement once payment for any applicable replacement cost is received (unless a separate support plan states otherwise).

5. **Return of Hardware Upon Termination**
   Upon termination or non-renewal of the subscription for any reason, Client must securely package and return all Subscription Hardware within **15 business days** in good working condition (normal wear and tear accepted) and at Client's expense.
   Failure to return equipment by the deadline may result in charges up to the full replacement value of the unreturned hardware. Client acknowledges that Client is responsible for erasing all files, including personal and/or confidential files and data, stored by Client on the Subscription Hardware prior to returning the Subscription Hardware to Marco. Marco is not responsible nor liable for any files or data remaining on, or erased from the Subscription Hardware, following its return.

6. **Early Termination**
   If Client cancels the service prior to the end of the contract term, Client agrees to:
   - Pay any remaining subscription amounts owed for the committed term, **and**
   - Return all Subscription Hardware in accordance with Section 5.
   - Early termination does **not** release Client from responsibility for the return or replacement value of the hardware.

7. **Support & Warranty**
   Subscription Hardware includes standard manufacturer warranties and Marco's support services as outlined in the overall agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, MARCO MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SUBSCRIPTION HARDWARE. MARCO EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. MARCO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SUBSCRIPTION HARDWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIPTION HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

8. **Upgrades and Refresh Cycles**
   Marco may, at its sole discretion, refresh or upgrade Subscription Hardware during the term to ensure optimal performance. Any refreshed or replaced equipment remains Marco property under the same terms.

9. **Client Financial Responsibility**
   Client acknowledges that the Hardware Subscription model allows the hardware to be provided at a reduced upfront cost. As such, all obligations relating to the care, return, and replacement of equipment are essential to protecting Marco's investment in providing this service.

Last Updated: August 5, 2026