MARCO MANAGED NETWORK AGREEMENT

This Managed Network Agreement ("Managed Network Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and _____ ("Client") for the services ("Services"), equipment ("Equipment"), and software ("Software"), (collectively, "Products") that Marco will provide. This Managed Network 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 Managed Network Agreement unless otherwise expressly stated.

As used in this Agreement,

1. "Agreement" means, the Marco Relationship Agreement between Marco and Client;

2. "Managed Network Agreement" means, this contract between Marco and Client for Managed Network Products purchased on a Schedule of Product (SOP);

3. "Assessment" means, the process used by Marco to ensure all Client technology proposed to be under management meets Marco's Minimum Specifications;

4. "Client" means, the party specified in the first paragraph of this Managed Network Agreement;

5. "Point of Contact" or "POC" means the individual within the Client's organization designated to interact with Marco regarding the Managed Network Agreement;

6. "Designated Technology" means, any technology that is in scope of Marco's responsibilities of management as defined within the Service Catalog;

7. "Designated Site" or "Designated Sites" means, the location(s) where Client has informed Marco it has a physical presence;

8. "Designated Device" or "Designated Devices" means, the network device(s) (including firewall, switching, and wireless devices) that are within the scope of Marco's management responsibilities under this Managed Network Agreement, as reported through Marco's network monitoring and management platform;

9. "Equipment" means, any physical hardware or device provided by Marco and listed in the SOP;

10. "Initial Term" means, the period commencing upon the Product Effective Date and lasting for the time agreed to in the SOP;

11. "Marco" means, Marco Technologies, LLC;

12. "Minimum Specifications" means, the minimum prerequisite requirements necessary for Marco to provide Products under the Managed Network Agreement, including that Designated Devices are reachable, powered on, and reporting the telemetry required by Marco's network monitoring and management platform.

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13. "Out of Scope" means, any Services, Equipment, or Software that is not included as Products within the Managed Network Agreement;

14. "Products" means, the Services, Equipment, and Software purchased by Client under a valid SOP;

15. "Product Effective Date" means, the date on which Managed Network Products will be eligible for implementation into a Client's environment;

16. "Representatives" means, the directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of a party;

17. "Product Limitations" means, limitations or exclusions to the standard delivery of Managed Network Products as determined by Marco;

18. "Service Catalog" means the list of Services entitlements specific to Products purchased by Client under a valid SOP;

19. "Services" means, certain managed and consulting services provided by Marco as explicitly listed in the Service Catalog;

20. "Software" means, software applications or software as a service provided by or resold by Marco and listed in the SOP;

21. "Schedule of Products" or "SOP" means, the Schedule or Schedules which list the Managed Network Products purchased by Client from Marco;

22. "Renewal Term" means, the additional term that commences upon the expiration of the Initial Term or any subsequent Renewal Term;

23. "T&M" means, Services provided to a Client on a time and materials basis in which all actual hours are billed at Marco's then prevailing rates;

24. "Termination Fee" means, the fee charged by Marco for early termination of a SOP;

25. "Third Party Applications" means, software developed by a third party and used by Client in its business.

DESCRIPTION AND TERMS OF PRODUCTS AND SERVICES

1) **Products.** Managed Network Products deliver centralized management, monitoring, and lifecycle support of Client's network environment, on technology owned, leased, or otherwise procured by Client. Marco does not sell, lease, or otherwise provide Equipment under this Managed Network Agreement unless expressly set forth in a signed SOP. Subject to the terms herein, Marco will provide, and Client will purchase, one or more Products included in the signed Schedule of Products (SOP). Each Product will have specified entitlements associated by Product name as listed and described in the Service Catalog located at: Marco's Managed Network | Service Catalog

2) **Payment.** Client agrees to pay the fees specified in Marco's Schedule of Product (SOP). Monthly billing will commence on the Product Effective Date as soon as reasonably practicable following execution of the SOP, unless a delayed start date has been mutually agreed upon in writing within the proposal; in

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all cases, billing shall begin no later than thirty (30) days from the date of signed SOP. Monthly billing will be invoiced in arrears. Pricing is based on volume commitments as specified in the SOP, and a minimum committed billable amount shall apply regardless of actual usage. If Client exceeds its allotted Designated Devices, the specified fees will be increased as outlined in the SOP. Any one-time fees identified in the SOP will be invoiced on the Product Effective Date. Marco reserves the right, in its sole discretion, to increase pricing by up to ten percent (10%) following the first twelve (12) months from the Product Effective Date, and annually thereafter.

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. Any visit to a Designated Site will be on a T&M basis.

4) **Designated Devices.** Managed Network Products are provided on a per-device support and billing model. Network devices reported as active within Marco's network monitoring and management platform are considered valid for both billing and support purposes and such devices will be recognized as Designated Devices. Marco is not under any obligation to provide support for devices that are not Designated Devices.

5) **Primary Point of Contact (POC).** Client shall designate a Primary POC who shall act as the decision maker authorized for billing and change approval on behalf of the client. It will be the POC's responsibility to manage Client's Designated Devices within the Marco Insights Portal. The Primary POC may delegate certain authorizations to alternate POCs for the purpose of expedited efficiencies or availabilities. Client shall notify Marco 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 Managed Network Agreement. Client may change the Primary POC of record or designate an alternate POC by providing written notice to Marco by either the then current Primary POC or by an officer of the company.

6) **Audit Rights.** Marco will perform monthly audits of the total number of Designated Devices using Marco's network monitoring and management platform or in some instances a manual audit. The Client agrees to fully cooperate with such audits and to provide all information and system access that Marco deems necessary to complete the audit when Marco reasonably needs it. If the audit reveals that the Client's number of Designated Devices or Products has changed, Marco may adjust the applicable pricing accordingly. If Marco is unable to perform a monthly device audit for any reason, the Client's Designated Device count for that month shall default to the highest number of Designated Devices recorded in any single month during the three (3) months immediately preceding.

7) **Product Limitations and Remediation.** Marco may identify limitations affecting the performance or functionality of the Products due to factors such as the Client's existing technology environment, compatibility issues, budget constraints, or business decisions regarding risk. If, during the Assessment —or at any time during the Initial Term or Renewal Term—Marco determines that changes such as upgrades, replacements, or other remediation efforts are necessary for the Products to be used effectively by the Client or its Designated Devices, the Client agrees to address these issues in a timely manner and as required by Marco. In some cases, a separate agreement may be required to address such remediation. All remediation services provided by Marco will be billed at Marco's then-current rates.

8) **Term, Termination, and Renewals.**

Term. The Initial Term of this Managed Network Agreement shall be as specified in the applicable

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Schedule of Product (SOP) signed by the Client. The Initial Term shall commence on the Product Effective Date and shall continue in full force and effect for the duration specified in the SOP, unless earlier terminated in accordance with this Managed Network Agreement.

Renewal. Upon expiration of the Initial Term, this Managed Network Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term") at the then-applicable rates, unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term.

Early Termination. Client may terminate this Managed Network Agreement after providing sixty (60) days' written notice to Marco. If the Client terminates this Managed Network Agreement prior to the end of the then current Initial Term or Renewal Term, unless otherwise stated herein, the Client shall pay a Termination Fee equal to the then-current monthly service fee multiplied by the number of months remaining in the term.

9) **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").

10) **Assessment.** Marco will perform an Assessment of Client's Designated Technology for Minimum Specifications, including confirming that Designated Devices are reachable, powered on, and properly reporting to Marco's network monitoring and management platform. Client will be notified of any items not meeting Minimum Specifications and will be provided with a Remediation Plan. If Client declines proposed Remediation Plan, Marco may, at its sole discretion, reprice this Agreement, terminate this Agreement, or limit the scope of its coverage.

11) **Client Information and Access.** To facilitate the efficient and effective provision and use of the Product, Client agrees to provide to Marco access to, copies of, and permission to collect, maintain, process, use and enter, as applicable, and in support of Designated Technology, Client's:

a) POC name(s) and contact information
b) Administrative rights
c) Standard operating procedures and guides
d) Third party vendor contracts and escalation authorization

12) **Supported Technologies and Vendor Tiers.** Products are provided only on Designated Devices that are Preferred Vendor technology, as identified in the Service Catalog (Marco has established in-house expertise and best interoperability with Marco's management stack for Preferred Vendor devices). Designated Devices running Limited Support Vendor technology are supported on a best-efforts basis only; functionality, monitoring, alerting, and Service Level Targets applicable to Preferred Vendor devices may not be available or met for Limited Support Vendor devices. Client is responsible for ensuring Designated Devices are reachable, powered on, and properly reporting telemetry to Marco's network monitoring and management platform at all times.

13) **Existing Provider Cutover.** To the extent the Managed Network Products will be replacing existing services, equipment, and software from another provider, Marco will assist Client with the transition by providing an existing provider cutover plan. Client acknowledges that factors relating to Client's existing provider, which are not in the reasonable control of Marco, may limit the effectiveness or timeliness of the transition to Managed Network Products. 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 in response to such factors will be considered an Out of Scope item.

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14) **Product Provisioning.** Marco will perform all necessary service work to configure Client's environment such that it allows for Managed Network Products to be effective. This work will begin upon the Product Effective Date and complete within an agreed upon timeframe with Client. Products will be provisioned by priority of need and in collaboration and communication with Client POCs. Any Products not delivered due to product limitations will be addressed as outlined in the Product Limitations and Remediation section above.

15) **Client Cooperation and Responsibility.** Client shall provide timely cooperation and support as required by Marco to fulfill its obligations under this Managed Network Agreement, including participating in planning, providing access and information, evaluating recommendations, and implementing necessary changes. Client acknowledges that delays, failures, or limitations caused by its own actions or inactions—including, but not limited to, lack of cooperation, required change orders, remediation needs, third-party transitions, or access restrictions—may impact Marco's ability to deliver the Products effectively. Client assumes full responsibility for such limitations and agrees to defend, indemnify, and hold harmless Marco and its Representatives from any resulting claims, losses, or any other consequences or liabilities whatsoever arising from or related to such limitations.

16) **Client and Third-Party Modifications.** Client agrees to notify Marco of any actual or proposed changes to their Designated Technology not performed by Marco. Marco shall be consulted in advance regarding such actual or proposed changes and shall have the opportunity to review and provide input prior to Client/third-party implementation. If a change is made to Client's Designated Technology by Client or a third party, without advance review by Marco, Client agrees to hold Marco harmless for such a change, and Marco shall bear no liability for any resulting incidents, damages, or losses that may result of such change. Furthermore, any remediation, recovery, or corrective actions required as a result of such change would fall under the Product Limitation and Remediation section of this agreement.

17) **Service Level Targets.** Marco's response time targets for Client requests, and the priority levels used to triage them, are set forth in the Service Catalog. Response time begins when a ticket is entered and ends when a technician is assigned. Marco uses reasonable efforts to respond within the applicable target but does not guarantee any specific response or resolution time.

18) **Excluded Services.** Unless expressly included in a signed SOP, the following are Out of Scope under this Managed Network Agreement: server, virtualization, and storage management; endpoint or workstation management; managed print devices and copiers; physical cabling, electrical work, and ISP circuit provisioning; and general Microsoft 365 administration. Validation of Client's applications and business workstreams following a firmware or configuration change is Client's responsibility and is Out of Scope.

19) **Out of Scope Items.** Upon request of Client, Marco may provide Services that are outside the scope of this Managed Network Agreement on a 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. Marco makes no warranty or guarantees with respect to T&M Services. For items that are specifically covered under contract please refer to the Marco Service Catalog located at: Marco's Managed Network | Service Catalog

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