

MARCO ACE365 PRODUCT AGREEMENT

This ACE365 Product Agreement ("ACE365 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 ACE365 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 ACE365 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. "ACE365 Agreement" means, this contract between Marco and Client for ACE365;
3. "ACE365 Agreement Term" means, the term of the ACE365 Agreement which shall commence upon Client signature on any SOP (as defined below);
4. "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);
5. "Client" means, the party specified in the first paragraph of the ACE365 Agreement;
6. "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.;
7. "Contacts" means, client employee designated by client as the primary point of contact;
8. "Designated Technology" means, any technology that is in scope of Marco's responsibility to manage;
9. "Designated User" or "Designated Users" means, Client employee(s) and other designee(s) with Microsoft User Licensing who are benefactors of Products of this ACE365 Agreement;
10. "Equipment" means, any computers, equipment, systems, cabling, or facilities and used directly or indirectly in the provision of Services (as defined below);
11. "Existing Provider Cutover" means, the date existing services, equipment, and software of another provider transitions to Marco Services, Equipment, or Service;
12. "Implementation Fee" means, the fee charged by Marco for Services provided before the Go Live Date;
13. "Managed Backup" means, a specific Service provided by Marco when specified on an SOP;
14. "Marco" means, Marco Technologies, LLC;
15. "Marco Service Catalog" means, the list of Services provided by Marco and found at: <https://www.marconet.com/legal/ace365-service-catalog> ;
16. "Marco's Password Standard" means, the minimum requirements for Client password security as detailed at: www.marconet.com/legal ;

17. "Minimum Specifications" means, the minimum environmental, password, and other standards necessary for Client to meet in order for Marco to provide Services;
18. "Monthly Recurring Charge" means, the amount per month charged to Client for Products as specified in an SOP;
19. "Network Credentials" means, access to certain network appliances as further described in the ACE365 Agreement and/or SOP;
20. "Network Discovery" means, the process of discovery of Client's Equipment, operating systems, software and network environment necessary for Marco to provide Services;
21. "Price Increase" means, the amount the Price (as defined below) rises annually as further described in the ACE365 Agreement and/or SOP;
22. "Price(s)" means, the amount charged by Marco for the Products purchased or Services provided;
23. "Products" means, the software and equipment purchased by Client under a valid SOP;
24. "Product Effective Date" means, the commencement date of the SOP Term;
25. "Project Manager" means, the Marco employee assigned to the ACE365 Services implementation;
26. "Remediation Plan" means, out of scope Services required for Client to meet the Minimum Standards;
27. "Remote Access Software" means, software used by Marco in order to provide End User Support Desk Services remotely;
28. "Representatives" means, the directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of a party;
29. "Service Limitations" means, limitations or exclusions to the Services as determined by Marco;
30. "Services" means, certain IT services provided by Marco as particularly described in the Service Catalog;
31. "Software" means, software applications or software as a service provided by or resold by Marco and listed in the SOP;
32. "Schedule of Products" or "SOP" means, the Schedule or Schedules attached to this ACE365 Agreement which lists the Products and Services purchased by Client from Marco;
33. "Schedules" means, collectively, the attached document(s) containing SOP and/or other information, each of which are incorporated herein by reference;
34. "SOP Renewal Term" means, the additional term that commences upon the expiration of the SOP Term (as defined below);
35. "SOP Term" means, the same as the ACE365 Agreement Term as defined above;
36. "Support Desk Services" means, a certain Service provided by Marco that assists with remote request from the Primary Point of Contact;
37. "T&M" means, Services charged to Client on a time and materials basis;
38. "Termination Fee" means, the fee charged by Marco for early termination of a SOP;
39. "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.** ACE365 is a suite of available Products and Services designed to accelerate our Client's Microsoft 365 security posture and usage experience. 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. Each Product will have explicit and specified Service entitlements as listed and described in the Service Catalog located at: <https://www.marconet.com/legal/ace365-service-catalog>.
- 2) Payment.** 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 Prices therein and will not be delivered under this Agreement. Client's monthly billings commence one month from the Product Effective Date. Monthly billings are variable based on the actual or assumed quantity of Designated Users from the previous period. Minimum monthly billing fees may apply. One-time fees set forth in the SOP are due upon the Product Effective Date. Marco shall have the right to implement a Price increase 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%).
- 3) Designated Users.** ACE365 Products and Services are provided on a per-user account basis. Licensed user accounts within the Client's Microsoft Entra ID (Azure AD) are considered valid for both billing and support purposes and such users will be recognized as 'Designated Users'. Marco is not under any obligation to provide support for non-Designated Users.
- 4) Primary Point of Contact.** Client shall designate a Primary Point of Contact (POC) who shall act as the decision maker authorized for billing and change approval on behalf of the client. This user may delegate their authority. Client may change the POC of record by providing written notice to Marco by either the then current POC or by an officer of the company.
- 5) Designated Technology.** For the purposes of this ACE365 Agreement, Designated Technology is defined as any Client Microsoft Cloud Service or Marco provided Product on which Marco has either sole access or has been delegated administrative capabilities.
- 6) Audit Rights.** Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users, Designated Technology, the classification and status of all users that exist in the Client's Entra ID (Azure AD), 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. 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 modified accordingly.
- 7) Term, Termination, and Renewals.**

 - a) The ACE365 SOP Term is thirty-six (36) months. Following the SOP Term and if neither party has provided the other party with a notice to terminate at least sixty (60) days before the end of the then-current term, then the SOP will automatically renew for an additional twelve (12) month SOP Renewal Term. If Client notifies of its intent to terminate the ACE365 Agreement before the end of any term, the Client will incur an early termination fee prorated to recoup the market value of actual onboarding service fees, up to a max of \$12,000. Client shall pay this fee within the payment terms outlined following receipt of this invoice.

b) For Clients that have purchased the ACE365 Cloud Security (C-SEC) as a stand-alone product, the Term for the ACE365 Cloud Security product is month-to-month and will auto-renew unless Client provides Marco with its intent to terminate this Product with at least thirty (30) days notice.

8) 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").

PLANNING, IMPLEMENTATION AND CHANGE MANAGEMENT

- 1) **Microsoft CSP Relationship.** Marco requires Client to add Marco Technologies LLC as the Microsoft Cloud Solution Provider for Client's Cloud accounts. Future Microsoft 365 subscriptions, subscription renewals and product additions must be purchased from Marco. Additionally, Marco requires Client to accept a Granular Delegated Admin Privilege (GDAP) relationship with Marco to allow secure administration from Marco to client's Microsoft 365 tenants.
- 2) **Assessment.** Marco will perform an assessment of Client's Microsoft licensing and Designated Technology for Minimum Specifications. 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 option, reprice this Agreement, terminate this Agreement, or limit the scope of its coverage.
- 3) **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 problems exist i) with Client's environment discovered during License and Technology Review, or ii) at any other time during the SOP Term or SOP Renewal Term, 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.
- 4) **Client Information and Access.** To facilitate the efficient and effective provision and use of the Product, 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:
 - a) Client Primary Point of Contact (POC) name, phone numbers and email address
 - b) Minimally, one additional emergency contact(s) names, phone numbers and email address
 - c) Microsoft Invoices and License Agreements
 - d) Cloud-only Global Administrator service account credentials (used for "break glass" access needs)
- 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) **Product Provisioning.** Marco will perform all necessary service work to configure the client's M365 environment such that it allows for ACE365 Products and Services to be effective. This work will begin immediately and complete within the agreed upon timeframe with the Client. Any services not completed will be addressed by the terms of the Remediation and Service Limitations (above).
- 7) **Team Effort.** Client agrees to assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this ACE365 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 ACE365 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; d) 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.
- 8) **Client Changes.** Client shall notify Marco of any changes to their Designated Technology or Designated Users not performed by Marco 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 ACE365 agreement. If a change is made to Client's Designated Technology by Client or a third party, without advanced notification to Marco, Marco is not responsible for providing Services on the changed items. Any work performed in response to unnotified client changes would fall under the Service Limitation and Remediation section of this agreement.
- 9) **Out-of-Scope Items.** Upon request of Client, Marco may provide services that are outside the scope of this ACE365 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 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. For items that are specifically covered under contract please refer to the Marco Service Catalog located at: <https://www.marconet.com/legal/ace365-service-catalog>.

IN WITNESS WHEREOF, the parties have each caused this ACE365 Agreement to be signed and delivered by its duly authorized officer or representative on the date set forth below.

Marco Technologies, LLC

[Client Name]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Version: 1.0