MARCO SOFTWARE SOLUTIONS PRODUCT AGREEMENT

This Software Solutions Product Agreement ("Software Solutions 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 Software Solutions 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 Software Solutions 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. "Software Solutions Agreement" means, this contract between Marco and Client for Software Solutions;
3. "Software Solutions Agreement Term" means, the term of the Software Solutions Agreement which shall commence upon Client signature on any SOP (as defined below) through the completion of the SOP Term (as defined below);
4. "Client" means, the party specified in the first paragraph of the Software Solutions Agreement;
5. "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 Software Solutions 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);
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, collectively, Client's project manager and IT administrator;
8. "Equipment" means, any computers, equipment, systems, cabling, or facilities and used directly or indirectly in the provision of Services (as defined below);
9. "Existing Provider Cutover" means, the date existing services, equipment, and software of another provider transitions to Marco Services, Equipment, or Service;
10. "Product Effective Date" means, the date designated by Marco when Products (as defined below) specified in the SOP are available to Client's Designated Users';
11. "Marco" means, Marco Technologies, LLC;
12. "Recurring Charge" means, the amount per interval charged to Client for Products as specified in an SOP;
13. "Price(s)" means, the amount charged by Marco for the Products purchased or Services provided.
14. "Products" means, the software and equipment purchased by Client under a valid SOP;
15. "Project Manager" means, the Marco employee assigned to the Software Solutions Services implementation;
16. "Remote Access Software" means, software used by Marco in order to provide End User Support Desk Services remotely;
17. "Representatives" means, the directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of a party;
18. "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;

19. "T&M" means, Services charged to Client on a time and materials basis;

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

21. "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. 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.

2) Remote Access Software. Client agrees Marco will utilize its own Remote Access Software and shall not be required to use a separate tool to provide Remote Support to Client.

3) 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 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.

4) 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.

5) Client Changes. Client shall notify Marco of any changes to their 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 Software Solutions 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.

6) Term, Termination, and Renewals.

a) Client may provide Marco with its intent to terminate this Software Solutions Agreement with at least sixty (60) days notice, subject to the provisions below. Unless terminated earlier as provided in the Agreement or this Software Solutions Agreement, each SOP shall be in effect as of the Product Effective Date defined above and shall continue for the term stated in each SOP for Products purchased ("SOP Term").

b) Client is purchasing the Products for the complete contract term designated in the SOP. 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 Recurring Charge, multiplied by the interval remaining in the SOP 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.** Client shall designate a Primary Point of Contact and secondary contact, if applicable, who shall be competent to, and shall have full authority to, dictate Client's decisions for Client concerning the provision and use of the Products. 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 Software Solutions 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:
   a) Client's Designated Site; Designated Equipment; Client Equipment; the Equipment; hardware or facilities of any other kind which Marco reasonably requests;
   b) Client Designated Users' names, phone numbers, and email addresses;
   c) Client Contacts and other Representatives;
   d) Client Access Information;
   e) Marco named administrative service accounts to Designated Equipment; if not possible, we will assist client in order to set-up client service accounts;
   f) Client Information and Access; and
   g) 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) **Planning and Schedule**. Client shall cooperate with Marco to plan for and schedule dates and times for all steps leading to the Product Effective Date, including but not limited to: the provision of any Client Information and Access, any Existing Provider Cutover, the Product Effective Date and all other on boarding.

4) **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 acknowledges that Marco is relying on Client for all migrated data from an Existing Provider and Marco shall not be liable for any data not included in Client supplied data. 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.

5) **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 and/or Software Solutions Feature(s) which (i) are located at https://www.marconet.com/legal/ subscription-license-product-agreements ; and (ii) are otherwise applicable to any Software and/or Software Solutions Feature.

6) **Out-of-Scope Items.** Upon request of Client, Marco may provide services that are outside the scope of this Software Solutions 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.

7) **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 Software Solutions Agreement shall be set forth in an amendment hereto and/or an updated SOP signed by the Parties.

CLIENT RESPONSIBILITIES

Once the Agreement, this Software Solutions Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the Software Solutions Services implementation.

8) **Network Credentials.** Client will provide documentation of Network Credentials Marco's Project Manager prior to the start of the Software Solutions Services implementation.

   a) Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this Software Solutions 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.

   b) **Integration into Client Network.** Marco will assist with connecting Client systems with a covered software solution and integrating the software solution into a Client network. However, Client is responsible for ensuring Marco is provided with the proper network credentials and access into the systems to perform any requested integrations. Marco relies on Client for the appropriate access and disclaims any connectivity or integration issues a Client may experience by not providing the appropriate access level.