

## MARCO AmplifyIT PRODUCT AGREEMENT

This AmplifyIT Product Agreement (“AmplifyIT Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and \_\_\_\_\_ (“Client”) for the services (“Services”), equipment and other goods (collectively, “Equipment”), software (“Software”), and Incidentals (defined below) (collectively, “Products”) that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This AmplifyIT Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this AmplifyIT Agreement unless otherwise expressly stated. If Client does not accept and comply with this AmplifyIT Agreement, it may not place an order or use the Products.

### DESCRIPTION OF SERVICES AND DELIVERABLES

- 1) **Products.** Marco will provide, and Client will purchase, lease or license, as applicable, Services, Equipment, Software and Incidentals as described herein in accordance with the attached Schedules which are incorporated herein by reference. Client shall pay the prices (“Price(s)”) listed on **Schedule A** hereto containing Marco’s Schedule of Products (“SOP”) for the Products, or as to Incidentals, at Marco’s then prevailing rates which Marco will supply upon request and which Client shall treat as Confidential Information. Marco shall have the right to increase the Price(s) to Client in its sole discretion at the end of the first twelve (12) months of the SOP Effective Date (defined below) and once each twelve (12) months thereafter, by up to ten (10) percent (“Price Increase”). The Products delineated herein are ALL the services, goods, and software Marco is providing under this AmplifyIT Agreement. Services under this AmplifyIT Agreement do not include equipment or other goods replacement costs and related services unless expressly indicated. Client’s monthly recurring billing as provided in the SOP commences when Marco notifies Client that Support Desk Services are available to Client’s Designated Users (defined below). The one-time fees set forth in the SOP are due upon Marco’s notice that on boarding is complete.
- 2) **Designated Site(s).** Marco designates **the location(s) on the SOP** as the physical location(s) of Client’s site where Marco will perform any on-site work under this AmplifyIT Agreement (“Designated Site”).
- 3) **Designated Users.** Prior to Marco’s installation of Remote Access Software (defined below), Client shall designate the specific number of users of Support Desk Services (defined below) allotted on the SOP (“Designated Users”). Client shall allow only its Designated Users to access the Support Desk Services. Client shall notify Marco of any changes to the Designated Users. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users’ status and use of Support Desk Services at such times as Marco reasonably requests. Client shall cooperate in and provide Marco all Client Information and Access (defined below) Marco deems necessary to carry out such audit. If Client exceeds its allotted Designated Users, the Price will be increased accordingly.
- 4) **Designated Users.**
  - a) “Designated User(s)” are all users that exist in the Client’s central authentication directory (e.g., Active Directory, Azure Active Directory, etc.). Marco shall classify each Designated User into one of the following user types based on how that user consumes Services:
    - (1) **Knowledge Worker User:** Knowledge Worker Users are Client employees and contractors who use Designated Equipment (defined below) as part of their normal job duties that are performed on the Client’s behalf and do not share the devices.
    - (2) **Shared Workspace User:** Shared Workspace Users are Client employees and contractors who use Designated Equipment in a shared capacity as part of their normal job duties that are performed on the Client’s behalf.
    - (3) **Email Only User:** Email Only Users are Client’s employees and contractors who use Designated Equipment only to \_\_\_\_\_ access Client’s email services as part of performing their duties on behalf of Client. \_\_\_\_\_

- (4) **Primary Point of Contact:** Single point of contact to interface with Marco. This user will have the authority to make changes to Marco services and authorize additional purchases. This user is required to attend business reviews. This user will be the primary contact if Marco's service need advisement on how to proceed with a non-standard service request.
- 5) **Shared Accounts.**
- a) "Shared Account(s)" are accounts which are utilized by multiple individuals, either employees or non-employees, that do not have separate log in credentials for each user.
  - b) Marco will not support Shared Accounts and will increase the price accordingly based upon the number of individual employees or Designated Users utilizing such accounts.
- 6) **Audit Rights.** Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users' status 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 (defined below) Marco deems necessary to carry out such audit.
- 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 retains permission to grant privileges to other employees and to Marco on their behalf. Client employees who are not the Primary Point of Contact or received authority from the Primary Point of Contact shall not have privilege to submit billable tickets or requests.
- 8) **Client Changes.** Client shall notify Marco of any changes to their Designated Users, including device usage, job title and job description, and desired user type. 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. Client shall cooperate in, and provide Marco, all Client Information and Access (defined below) Marco deems necessary to carry out such audit. If Client exceeds its allotted Designated Users or Software Product License tool allocation or Marco finds that the user type has not been accurately designated or has changed, the Price will be increased accordingly.
- 9) **Designated Equipment.** Marco will provide Client with a list of all personal computers and servers on which Marco has loaded Remote Access Software (defined below) ("Designated Equipment," or "Asset Summary"). Client shall promptly review the Asset Summary and report any missing equipment or inaccuracies. Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products without a complete and accurate Asset Summary and agrees that Marco shall have no liability to Client or any third party arising out of such delay.
- 10) **Minimum Equipment and Software Specifications.** Marco's obligations under this AmplifyIT 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; and
  - 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) all Designated Users existing on the Client's domain; and
  - d) equipment, operating systems and other software having the current capability to be supported by Marco remotely; and
  - e) environments meeting Marco's Password Standard and Minimum Best Practice Environment Standards located at [www.marconet.com/legal](http://www.marconet.com/legal).

The above items are referred to herein collectively as "**Minimum Specifications.**"

## 11) Term, Termination, and Renewals.

- a) Unless terminated earlier as provided in the Agreement or in Section 6. d. below, this AmplifyIT Agreement shall be in effect as of the first date of any SOP for applicable Products and shall continue for the term(s) stated in the SOP(s) for the Products purchased (“AmplifyIT Agreement Term”). This AmplifyIT Agreement shall automatically renew for successive twelve (12) month periods (each a “AmplifyIT Agreement Renewal Term”), unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current AmplifyIT Agreement Term or AmplifyIT Agreement Renewal Term.
- b) Unless terminated earlier as provided in the Agreement or this AmplifyIT Agreement under Section 6. d. below, each SOP shall be in effect as of the Go Live Date defined below (“SOP Effective Date”) and shall continue for the term stated in each SOP for Products purchased. Each SOP shall automatically renew for successive twelve (12) month periods at then applicable rates which are subject to change in Marco’s sole discretion, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current SOP term or renewal term.
- c) For the avoidance of doubt, the terms and conditions of this AmplifyIT Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this AmplifyIT Agreement; provided that Marco shall not accept any new SOP for services like those covered under this AmplifyIT Agreement from Client after a notice of termination of this AmplifyIT Agreement has been given by either party, or while any uncured breach by Client exists.
- d) Client is purchasing the Products for the complete contract term designated in the SOP. Client may terminate any SOP after providing thirty (30) days’ written notice to Marco. In the event Client terminates a SOP prior to the end of the then current SOP term, unless otherwise stated herein, Client will pay Marco an amount equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the SOP Term or SOP Renewal Term (“Termination Fee”) 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. If at any time during the MIT Agreement the performance standards detailed in Schedule B are not met for one quarter on average, Client may request a 50% service credit for one month. If the performance standards are not met for two quarters on average (quarters do not need to be consecutive), Client may request to terminate the MIT Agreement without incurring Termination Fees, except for repayment of any promotional credits or discounts.

## SERVICES

### 1) Marco Preferred IT Agreement.

- a) All On-Demand Services shall be purchased through and billed against a “Preferred IT (“PIT Agreement”). Client agrees to enter into Marco’s Preferred IT Agreement located at [www.marconet.com/legal](http://www.marconet.com/legal) as part of this AmplifyIT Agreement.
- b) The PIT Agreement will be loaded with an estimated onboarding dollar amount as a one-time cost listed on the SOP. Actual labor for onboarding of this AmplifyIT Product Agreement will be billed at time and materials against the PIT Agreement.
- c) At the end of each 12-month period of this AmplifyIT Product Agreement, at Marco’s sole discretion, it may adjust billing of this Product Agreement to include a modified monthly PIT (as defined therein) contributions amount based on the average monthly usage of On-Demand Services over the prior 12-months

## SUPPORT DESK ASSISTANCE

- 1) **Scope.** As part of the Services, Marco will make available to Client, and its Designated Users, access to the Marco Support desk (“Support Desk Service(s)”)
- 2) **Incident Resolution.** Marco will provide: a) Designated Users assistance in resolving incidents on Designated Equipment that cause a reduction in the normal quality or interruption of the standard functionality of the Microsoft Operating

System or Microsoft Office Suite, b) virus and malware infection removal, c) Third Party Application support; and c) Device Connectivity - all to the extent described in the Performance Specifications attached hereto as Schedule D (collectively, "Incidents"). Marco's assistance shall begin when Client or a Designated User contacts the Marco Support Desk and may include on-site support between 8:00 a.m. to 5:00 p.m. CST Monday through Friday in Marco's sole discretion for Incidents that cannot be resolved remotely. Marco's assistance ends when Marco resolves the Incident or determines in its sole discretion that it cannot resolve the Incident. Client acknowledges and agrees that it is solely responsible for any costs and expenses associated with resolving Incidents following the above determination by Marco.

- 3) **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.
- 4) **Remote Services.** Remote Support Desk Services will be provided either 24x7 or Monday through Friday, 7:00 a.m. to 5:00 p.m. CST, excluding Marco's published holidays, as indicated in the SOP. Client agrees that Marco may provide Support Desk Services remotely and that Marco may install such software on Client's personal computers and servers 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.
- 5) **Additional Remote or On-site Services.** Client may purchase additional Support Desk Service(s) at Marco's then prevailing rates. Any such additional purchases shall be governed by and subject to the Agreement and this AmplifyIT Agreement and shall be made by an amendment hereto or separate agreement in Marco's sole discretion. On-Site Services will be provided either 24x7 or Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, excluding Marco's published holidays, as indicated in the SOP.
- 6) **Rapid 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 or email message. Marco Support Desk Service requests shall contain a detailed description of the problem, Client's requested timeline for resolution, 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.
- 7) **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 attached as Schedule B. 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. In addition, the nature of certain Emergency and other Incidents will not allow strict compliance with these targets and standards.
- 8) **Support Desk Downtime.** Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems ("Downtime"). Marco will use commercially reasonable efforts to minimize such Downtime.

## NETWORK MANAGEMENT

As part of the Services, Marco will monitor and provide maintenance for Client owned servers, switches, routers, firewall equipment, workstations (desktops and laptops), access points, wireless connected mobile devices, SAN, NAS, controllers and UPS ("Network Equipment") in order to assist Client in ensuring the availability and proper performance of its network ("Network Management") as defined in Schedule D. Marco can only provide Network Management on Network Equipment that is remotely manageable.

## SOFTWARE

- 1) **Included Software Scope.** As part of this AmplifyIT Agreement, Marco will provide the Software options Client has selected as stated in the SOP.
- 2) **Licenses and Designated Users.** Marco will monitor the use of Software Licensing as part of this AmplifyIT Agreement. Should the usage exceed the allotted licenses as part of this AmplifyIT Agreement, Marco in its sole discretion will increase the amount of active Designated Users or software licensing in this AmplifyIT Agreement to accommodate actual usage which will result in a price increase.

## PLANNING, IMPLEMENTATION AND CHANGES

- 1) **Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this AmplifyIT Agreement. Client shall also designate a primary and secondary IT administrator who shall be competent to, and shall have full authority to, dictate Client's network policy and make all technical decisions for Client concerning the provision and use of the Products. One of Client's IT Administrators may also serve as its project manager if Client so designates. Client represents and warrants that its project manager and IT administrator (collectively, "Contacts") have full authority to bind Client, and that Marco may rely on the Contacts, and their decisions, instructions and directions in carrying out the Agreement and this AmplifyIT Agreement.
- 2) **Network Discovery.** Following the Effective Date of the Agreement, Marco will conduct a discovery of certain of Client's current equipment, operating systems, software and network environment to gather the information Marco needs to carry out this AmplifyIT Agreement ("Network Discovery"). Marco will review its Network Discovery with Client. Client shall confirm the accuracy of the Network Discovery and provide Marco with any clarification and other information about the Network Discovery, Client Equipment, Client's environment and any other information necessary for the efficient and effective provision and use of the Products. Client shall pay the implementation fee set forth in the SOP (Schedule A) for the Network Discovery.
- 3) **Client Information and Access.** To facilitate a Network Discovery and 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, which is defined as those rights, privileges and authorizations, Marco requires for it to carry out its obligations or exercise its rights under the Agreement and this AmplifyIT Agreement, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance, facilities entrance capabilities and Network Credentials (defined below);
  - 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'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, licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "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. Marco cannot guarantee consistency in the staff who will

provide services for Client Equipment located in facilities controlled by a third party.

- 4) Remediation and Service Limitations.** Marco may designate certain limitations or exclusions from the Services (“Service Limitations”), including those on Schedule E, or require that Client enter into a separate remediation agreement or otherwise make remediations (“Remediation Plan”) if: (i) on the Effective Date problems exist with Client’s environment; or (ii) during Network Discovery, or at any other time during the AmplifyIT Agreement, Marco determines that upgrading, replacement or other remediation by Client will be required in order for Marco to efficiently and effectively provide and Client and its Representatives to use the Products. Client shall pay Marco’s then prevailing rates for any remediation services.

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

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

Marco’s assistance in any audit or other investigation (e.g., computer forensics) initiated by or on behalf of Client or any third party is billable at Marco’s prevailing rates.

Client will receive a formalized version of the Schedule E, as referenced below, from which the Client shall be responsible to implement the items listed on the Schedule E within sixty (60) days from the Go Live Date.

- 5) 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: the Network Discovery, the provision of any Client Information and Access, any Existing Provider Cutover (defined below), the Go Live Date (defined below) and all other on boarding.
- 6) 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.
- 7) Go Live.** Marco will notify Client when one or more Products are available to Client’s Designated Users (“Go Live Date”). Marco will host a welcome call and provide Client and the Designated IT Technical User with information needed for Designated Users to access Marco Support Desk Services. Marco will notify Client when all remaining components of on boarding are completed. Additional services may be implemented post Go Live Date. An implementation plan with timelines will be discussed for Services during the welcome call.
- 8) Discovery Scope.** The Network Discovery, Remediation Plan and Service Limitations are not to be considered a comprehensive analysis, but rather are the limited discovery of Client’s network environment for purposes of Marco’s efficient and effective provision of the Products. Client represents and warrants that it and its Representatives shall not rely on nor allow any third party to rely on such assessment for any other purpose whatsoever.

- 9) Equipment and Site Prerequisites.** The Equipment, if any, is identified on the SOP. Client shall keep the Equipment in good working order. Prior to Marco's installation of any Equipment and thereafter, as required for Marco's effective and efficient provision of the Products, Client shall:
- Specify the location for any installation;
  - Prepare the installation site in accordance with Marco's installation instructions and applicable environmental, health and safety regulations;
  - Provide adequate: space for the equipment, network or communication cable as required by Marco; light, separate AC power sources, ventilation and other equipment or items necessary for the efficient and effective installation, operation and use of the Products; and
  - Take such other action as is necessary or reasonably requested by Marco to prepare and maintain the site and environment for the effective and efficient provision of the products.
  - As a part of this agreement, Marco will require a set of supported applications and hardware in accordance with Marco's Environment Prerequisites located at [www.marconet.com/legal](http://www.marconet.com/legal).
- 10) Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this AmplifyIT Agreement, including, but not limited to: actively participating in the planning, scheduling, information gathering, monitoring, maintaining, managing, providing feedback, considering recommendations (including as to single point failures) and implementing remediation or changes for the effective and efficient provision and use of the Products. If Client performs changes with in-house IT or a service provider other than Marco, Client must submit a summary of the changes made as a documentation request to the support desk. Changes include, but are not limited to, movement, additions, changes to network, changes of assets or configurations, etc. This request will be assigned to a Marco technician to make any additions or modifications to Client documentation in relation to the work performed. Client acknowledges and agrees that any issues or labor exposure caused by these changes, if not planned or performed by Marco, are subject to any charges that are associated to fix and or help with the changes that are not planned, performed, or notified to Marco. Client acknowledges and agrees that: (a) its failure to timely provide such assistance and cooperation and perform any of its obligations under this AmplifyIT Agreement; b) the necessity of an amendment to this AmplifyIT Agreement, a 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. Failure of the Client or the Designated IT Technical User to engage with Marco effectively and efficiently, including but not limited failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than ninety (90) days after the date the SOP is signed, may lead to all or any of the following, at Marco's discretion, regardless of the status of Product implementation: a start of billing for the Product and Services; the beginning of the AmplifyIT Agreement Term; termination of this AmplifyIT Agreement.
- 11) Software License Terms** In accordance with the Agreement, Client understands and agrees that it is required to comply with the then current version of License terms for the Software (including for Managed Backup) and/or AmplifyIT Feature(s) which (i) are located at <https://www.marconet.com/legal/managed-service-product-agreements/standard-managed-it-and-24x7-managed-it-agreement-terms>; and (ii) are otherwise applicable to any Software and/or AmplifyIT Feature.
- 12) Removal of Client's existing antivirus software.** The removal of the Client's existing antivirus software shall be Client's responsibility. Client shall coordinate such removal with Marco's installation of antivirus software. Client may request support for removal its existing antivirus software which, if provided, shall be billed on a time and material basis at Marco's then prevailing prices. If Client's network is housed within a domain, then Marco's installation of antivirus software and

Remote Access Software shall be included as part of the Price. If Client's current network is structured as a work group, installation of antivirus software and Remote Access Software shall be billed on a time and material basis at Marco's then prevailing prices.

- 13) Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair Defects in the Equipment or other equipment of Client, which meets Minimum Specifications ("Repairs"). Updates to firmware on Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment or other equipment of Client to the Marco service depot to make such Repairs.
- 14) Incidental Services and Equipment.** The services provided as part of the AmplifyIT Agreement are denoted exclusively herein, including in the SOP and Schedule D. While Marco provides additional managed services and product offerings, unless specifically included in this AmplifyIT Agreement those are independent of this AmplifyIT Agreement and must be agreed to in a separate Product Agreement. In urgent situations only, and only by a person authorized to make such requests, an authorized employee of Client may request that Marco perform services or provide goods outside the scope of this AmplifyIT Agreement or not meeting the Minimum Specifications ("Incidentals"). Marco may provide the Incidentals in its sole discretion, or may require Client request Incidentals through a Change Order or Support Desk ticket. Such Incidentals are not part of the Price. Client shall pay Marco's then prevailing prices for Incidentals, including but not limited to: time, materials and labor, which shall be charged at a minimum of fifteen (15) minutes for each request. Marco shall respond to each Incidental requested on a onetime occasion limited to thirty (30) minutes. Marco provides any Incidentals "AS IS," in accordance with the Agreement AND WITHOUT EXPRESS OR IMPLIED SERVICE WARRANTY OF ANY KIND as a courtesy to Client. Client's purchase and Marco's provision of any Incidentals is subject to all of the Client obligations, but none of its rights, and all of the Marco rights, but none of its obligations, under the Agreement and this AmplifyIT Agreement. If Client does not agree to the terms in this section, Incidentals shall only be requested through a Change Order or Support Desk ticket.
- 15) Changes and Enhanced Services.** Except as expressly stated otherwise herein or in the Agreement, no order, statement, conduct of either Party, nor course of dealing, usage, or trade practice shall be treated as a change to the obligations or rights of either Party hereunder or in the Agreement, unless agreed in a writing by both Parties. The Parties' agreement to change this AmplifyIT Agreement shall be set forth in an amendment hereto and/or an updated SOP. Marco reserves the right in its sole discretion to require a separate agreement for any changes, additions, or enhancements to the Products.

## CLIENT RESPONSIBILITIES FOR IMPLEMENTATION

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

- 1) Network Credentials.** Client will provide documentation of Network Credentials Marco's Project Manager prior to the start of the AmplifyIT Services implementation. Network Credentials include the following (if applicable):
- Domain Administrator / Domain Server
  - Local Server
  - Local Workstation / Thin Client Administration
  - Virtual Server - VMware / VSphere
  - SAN Administrator
  - Firewall
  - Switch
  - Router – if client owned
  - Wireless Access Points
  - SQL Administrator



- Email Administrator
- AntiVirus Managed Console
- Web Hosting or Web Filtering Appliance/Software
- Email Filtering Appliance / Software
- Universal Power Supply (UPS) / Battery Backup
- Ilo/IMM – Management Login
- Printers

**2) Third Party Applications.** Client shall provide Marco with a list of all Third Party Application software that Client is using and shall update that list as it changes. Marco recommends that Client meet with its employees to identify all of the software being used to perform their daily activities. Providing this information to the Support Desk will assist technicians in their understanding of and troubleshooting Third Party Application Incidents. Examples of Third Party Applications are as follows:

- Accounting Software
- Shipping Software (FedEx, UPS, Speedy etc.)
  - Provide computer names that use the shipping software
- Custom Software
- Financial reporting
- Ordering systems
- Time clock
- Payroll
- ERP Systems
- Security Systems

**3) Third Party Vendors and Third Party Vendor Contact Information.** Client agrees to provide a list of vendors and vendor contact information including name, phone number and email address.

Required:

- Internet Service Provider
- Website Hosting
- DNS Host
- Domain Name Registrar
- Phone
- Application Support

Examples of additional vendors you may work with:

- Hosted Email
- Email Filtering
- Archiving
- Encryption
- Time Clock
- Printing
- Security System
- Paging / Video systems

**4) Remote Access Software Installation.** As part of the implementation, Marco will be loading Remote Access Software referred to in this Section as a “monitoring agent” on your server(s) and workstations. This agent will give Marco the ability to monitor that equipment, fulfill maintenance tasks and remotely access the equipment for troubleshooting and other service-related activities. Client shall assist Marco’s Project Manager in the installation of the Remote Access Software as requested, including the loading of the agent to the domain server, identifying the locations of servers and personal

computers that will receive the agent, and confirming that all such equipment has a monitoring agent installed.

**SERVICES AND EQUIPMENT EXCLUSIONS**

Services required for the implementation beyond those described in this AmplifyIT Agreement, including any additional on-site time is billed at Marco’s prevailing rates per the terms and conditions of this AmplifyIT Agreement. If the SOP provides for a one-time preferred service plan (“PSP”) for services outside the scope of this AmplifyIT Agreement, Client must use the PSP within twelve (12) months of the Go Live Date (defined above). Any such services are subject to and governed by the Agreement. If Client terminates this AmplifyIT Agreement prior to the expiration of the AmplifyIT Agreement Term, Client shall be responsible to pay Marco its prevailing rates for services provided under the PSP upon receipt of Marco’s invoice.

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

**Marco Technologies, LLC**

\*

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Version: \*\*\*

## SCHEDULE A - SCHEDULE OF PRODUCTS

(To Be Delivered)

## SCHEDULE B - SERVICE LEVEL TARGETS AND PRIORITY STANDARDS

Marco will provide Support Desk Services provided in the AmplifyIT Agreement 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 only if such changes will not be to Client's detriment. Current support desk service level targets and priority standards are set forth below.

### **Severity: Critical**

Provided when service or security incidents include outage issues that affect the entire organization or prevent Client from conducting essential business tasks such as effectively serving its Clients.

- **Ticket Acknowledged:** 10 Minutes
- **Technician Response:** 30 Minutes

### **Severity: High**

Provided when service or security incidents include outage issues that prevent a department or group from performing essential tasks, time sensitive systems failure resolutions or issues resulting in multiple-user stoppage.

- **Ticket Acknowledged:** 10 Minutes
- **Technician Response:** 1 Business Hour

### **Severity: Medium**

Provided when service or security incidents include issues that slightly reduce the entire organization's production or result in multiple users experiencing severe degradation or a single user stoppage.

- **Ticket Acknowledged:** 10 Minutes
- **Technician Response:** 2 Business Hours

### **Severity: Normal**

Provided when service or security incidents include issues that prevent a single user from overall productivity or slightly reduce the productivity of multiple users or end user standard change requests.

- **Ticket Acknowledged:** 30 Minutes
- **Technician Response:** Same or Next Business Day

### **Severity: Low**

Provided for end user non-standard change requests, requests for information, consultation, training, new Products, proactive maintenance or review, installation or root cause investigations or service or security incidents that do not prevent overall productivity of employees.

- **Ticket Acknowledged:** 30 Minutes
- **Technician Response:** 2 to 5 Business Days

Marco will use commercially reasonable efforts to meet its Service Level Targets and priority standards, but it cannot guarantee that the targets and standards will be met in every instance. In addition, the nature of certain Emergency Responses and other Incidents will not allow strict compliance with these targets and standards.

**Ticket Acknowledged** - the time in which Marco targets to identify, categorize and prioritize incidents or end user requests and assign tickets to the appropriate team.

**Technician Response** - the time in which a Marco Technician is assigned to a ticket and (i) engages and begins resolving incidents that may be investigated and diagnosed remotely or (ii) is scheduled for non-incident requests or requests requiring an onsite visit.

**Expedition.** Client may request a deviance from these targets and standards, which may be granted, and/or be subject to an amendment hereto or separate agreement, in Marco's sole discretion.

**SCHEDULE C - INTENTIONALLY BLANK**

## SCHEDULE D - PERFORMANCE SPECIFICATIONS

### PERFORMANCE SPECIFICATIONS FOR AmplifyIT

Marco AmplifyIT Scope of Services	
<p><b>Support Desk Services</b> Remote Services and On-site Services</p> <ul style="list-style-type: none"> <li>▪ Microsoft® OS</li> <li>▪ Microsoft Office®</li> <li>▪ Mobile device and remote network access connectivity</li> <li>▪ Third Party Applications</li> <li>▪ Vendor and software guidance</li> <li>▪ Rapid Resolution Response</li> </ul> <p><b>Equipment Monitoring &amp; Maintenance</b></p> <ul style="list-style-type: none"> <li>▪ Up-time reporting</li> <li>▪ Event log monitoring</li> <li>▪ Hardware performance</li> <li>▪ Drive space monitoring</li> <li>▪ Asset summary</li> </ul> <p><b>Third Party Patching</b></p> <ul style="list-style-type: none"> <li>▪ Per Marco’s patch policy</li> </ul> <p><b>Marco Reporting and Reviews</b></p> <ul style="list-style-type: none"> <li>• Quarterly Business Review</li> <li>• Monthly / Quarterly Security Review</li> <li>• Monthly Video Security Training</li> <li>• Quarterly Email Phishing Testing</li> <li>• On-Demand Reporting</li> </ul>	<p><b>Microsoft Updates</b></p> <ul style="list-style-type: none"> <li>▪ Per Marco’s patch policy</li> </ul> <p><b>Security and Software</b></p> <ul style="list-style-type: none"> <li>▪ Antivirus Software - management/definition updates</li> <li>▪ Web content filtering</li> <li>▪ Spam filtering</li> <li>▪ Active Directory and user administration security</li> <li>▪ Windows File® sharing administration</li> <li>▪ Employee Security Awareness Training and End User Phishing, Smishing and Vishing Simulation Software</li> <li>▪ Threat detection software</li> </ul> <p><b>Network Management</b></p> <ul style="list-style-type: none"> <li>▪ Proactive Network Management maintenance for pre-approved items</li> </ul>

### Performance Standards

- 1) **Virus and Malware Infection.** Client agrees that Marco may install Marco’s chosen: a) web content filtering software for the purpose of restricting Designated Users’ access to known malicious www content; b) antivirus software for the purpose of scanning against known viruses; c) spam filtering software for the purpose of filtering spam through inbound email; (d) end-user phishing, smishing, and vishing simulation software, and (e) threat detection software.
- 2) **Third Party Patching.** As a part of the Services, Marco will apply third party patching to a set of supported applications in accordance with Marco’s third party Patch Policy located at [www.marconet.com/legal](http://www.marconet.com/legal).
- 3) **Microsoft Updates.** As part of the Services, Marco will apply Microsoft patches in accordance with Marco’s patching policy

located at [www.marconet.com/legal](http://www.marconet.com/legal). Failure to comply with Microsoft Updates may result in limitations of Support Desk Services.

- 4) **Microsoft “How-to’s.”** Marco will assist Designated Users in operating standard functions of Microsoft Office.
- 5) **Third Party Applications.** Marco will provide the support identified below for third party software Client uses in its business, which meets Minimum Specifications and has an active third party software support agreement (“Third Party Application(s)”). The Marco Support desk shall serve as Client’s initial point of contact for Third Party Application issues. Marco will work with Client and its Designated Users to conduct basic troubleshooting to resolve such issues. If an issue cannot be resolved through basic troubleshooting, Marco will engage with the Third Party Application publisher or vendor to assist in resolving the issue. While Marco expects to be able to resolve issues after receiving instruction and guidance from the Third Party Application publisher/vendor, there may be circumstances that require the Third Party Application publisher/vendor or other third parties to resolve the issue. Client acknowledges and agrees that it is solely responsible for all costs and expenses associated with any such publisher, vendor or third party resolution.
  - a. Client shall obtain and maintain, as applicable, such consents, agreements or other prerequisites required by Third Party Application publishers/vendors in order for Marco to efficiently and effectively provide the support under this Section.
  - b. Prior to Marco’s provision of any service for a Third Party Application, which Client deems restricted, Client shall designate in writing the pre-access security measures it requires Marco to follow (including Designated Users who have access privileges). Marco will work using Standard Work procedures provided to Client by the Third Party Application publishers and/or vendors. Client shall use commercially reasonable efforts to obtain such procedures from the publisher and/or vendor. If such procedures do not exist, Marco will assist Client in creating appropriate procedures from which Marco can efficiently and effectively provide Third Party Application support.
- 6) **Backup.** Unless Client purchases Managed Backup as designated on the SOP, Marco’s provision of the Products does not replace the need for Client to maintain reliable, regular data backups and redundant archives (“Reliable Backup”). Client shall maintain such Reliable Backup during the Term and any Renewal Term of the Agreement and AmplifyIT Agreement.
- 7) **Mobile Device and Remote Access Connectivity.** Marco will assist Client in connecting to Client’s business network those mobile devices (for the purpose of Client’s employees’ remote access to Client’s email) and those computers (for purposes of Client’s employees’ remote access to Client’s network as allowed or restricted by Client) (collectively, “Remote Access Connectivity”). Client shall designate in writing to Marco any user or access restrictions to this connectivity, which require Marco implementation as part of such connectivity. Client shall provide reasonable notice to Marco of any changes, which affect Marco’s obligations hereunder. Marco will not address, and Client shall be solely responsible for, any issues requiring carrier communication, troubleshooting, or other action.
- 8) **Network Management.** Network Management shall consist of automated monitoring and addressing or making recommendations about (in Marco’s sole discretion) issues Marco identifies in Network Equipment uptime reports, event logs, drive space, antivirus reports, errors/alerts, switch and firewall configuration status and hardware failure/warning lights. Client agrees that Marco may install software and/or equipment to assist in performing the Network Management. Marco will provide Network Management maintenance for items determined by Marco.
- 9) **Security and privacy.** Marco will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to Marco systems and Client information.
- 10) **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
  - a. notifying Marco of any changes to Designated Users;
  - b. establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
  - c. the procurement, operation, maintenance, and security of Client equipment, networks, software, Internet, and other

- computing resources, infrastructure and services used to connect to and access the Services;
- d. retaining a current copy of Client data outside the Services; and
- e. all uses of the Products by Clients and its users.



## PERFORMANCE SPECIFICATIONS FOR MANAGED BACKUP

Marco Managed Backup Scope of Services	
<p><b>Support Desk Services</b> Remote Services and On-site Services</p> <p><b>Backup Monitoring &amp; Maintenance</b></p> <ul style="list-style-type: none"> <li>▪ Backup job status monitoring</li> <li>▪ Backup job failure remediation</li> <li>▪ Hardware availability alerting</li> <li>▪ Drive space monitoring</li> <li>▪ Asset summary</li> <li>▪ Restoration of restorable data</li> </ul>	<ul style="list-style-type: none"> <li>▪ Local image-level and file-level backup</li> <li>▪ Bandwidth throttling</li> <li>▪ Thirty (30) days of backup retention</li> <li>▪ Application aware backup capture</li> <li>▪ VMware backup compatibility</li> </ul>

Managed backup is only provided as specified on the SOP. If Managed Backup is indicated on the SOP, the following terms apply.

### Performance Standards

- 1) **Availability.** Backup solution will be monitored and managed to confirm the availability and completion of the backup jobs.
- 2) **Updates.** As part of the Services, Marco will apply updates using Marco's fixed scheduled, automated patch management process for critical and security updates as defined by the respective third-party vendor, as stated in the SOP. Application version updates may require scoping and be handled as a billable engagement. In addition, client version review and approval may be required in order to maintain operability with Marco's Managed Backup services.
- 3) **Expandability.** Marco will provide the ability to increase in Client's data size over time but may require an increase in hardware capacity and therefore increase in cost of services to meet this benchmark.
  - a) Client's data size will be reviewed periodically, and Client will be advised when a threshold is exceeded and uplift is required.
  - b) In the event of an uplift, Client's invoice will be adjusted in accordance at the time of notification.
- 4) **Monitoring.** Marco will monitor Client's backup hardware for errors and failures in the manner specified in the SOP. Client is required to implement and maintain required configuration for monitoring to take place.
- 5) **Manageability.** Marco will not be responsible for purging of data or server maintenance to manage Client's data size. Any requests to purge data and/or conduct other activities to manage data size must be approved by Marco and will be provided on a billable basis. Industry best practices dictate that all server data will be included within the backup job(s). Exclusions of data must be in writing from Client, approved by Marco, and included in Schedule E.
- 6) **Content.** Backups do not include local data that may reside on Client's desktop and laptop machines. This Service encompasses only currently supported Microsoft Windows Server operating systems.
- 7) **Servers.** Marco backs up the following servers only: Windows Servers, SQL servers, Exchange server, and Virtual Machines images running VMWare or Hyper V.
- 8) **Backup Storage Target.** Client is required to provide their own local backup storage target. The storage must meet the

following requirements:

- a) Storage target must be under manufacturer support;
  - b) Compatible with backup solution (specified in SOP) backup application;
  - c) Capable of monitoring on the network with SNMP protocol;
  - d) Be remotely accessible for Marco to support ;
- 9) **Backup Hardware.** If approved by Marco, Client may provide their own backup hardware, , or use Marco's provided backup appliance unit. If Marco provided, the backup appliance unit, listed on the SOP, will be utilized by Marco in the execution of this service, shall remain the property of Marco, and must be returned if requested. If the backup appliance unit is stolen, damaged or destroyed, Client must pay the replacement cost of the unit. If Client provides their own backup appliance unit, Marco will only be responsible for the management of the appliance.
- 10) **Client Data.** The backup data being stored, regardless of where it is being stored, as remains the sole property of Client. Client agrees to cease the use of any technology that remains the property of Marco upon termination of this Agreement.
- 11) **WAN Connection.** Client will be responsible for securing and maintaining proper bandwidth to support transfer of data offsite. Minimum bandwidth requirement is 5 Mbps upload speed per 500GB of data sent off-site. As data size grows, bandwidth may require increased speed to accommodate the upload of changes and/or download of recovered files. Client is responsible for securing appropriate connections from Client's Internet Service Provider to meet the bandwidth requirement for the solution.
- 12) **Access.** Client will provide Marco and the third party solution provider with access to any and all systems and resources, including access credentials and passwords, necessary to perform its obligations for the backup Solution.
- 13) **Review.** Marco may perform a review on a quarterly basis of Client's backup environment.
- 14) **Security.** Upon notice from vendors or regulators, Marco reserves the right to harden current security standards in Client's environment to follow vendor recommended best practices. Changes may require a billable engagement which will be communicated and approved by the Client.
- 15) **Marco's Responsibilities.** Marco will provide backup services as indicated on the SOP in accordance with the terms of the AmplifyIT Agreement.
- 16) **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
- a) If Client is using its own software, equipment, or hardware, Client is responsible for ensuring it is in proper working order and must alert Marco to any changes made to it that would impact the ability of Marco to provide the Services.
  - b) Client's IT contact is responsible to work with Marco and to supply information as required to ensure successful implementation, including admin rights and passwords.
  - c) Client's responsibility to work with Marco to address any problem areas in the network environment to ensure backup viability. This includes Marco's recommendations related to single point of failure issues.
  - d) Client is responsible for providing Marco full remote access and privileges as required to maintain online backup support both during and after Client's office hours. Any access restrictions or limitations may result in delay of service and potential backup failures.
  - e) In the event that Client requires additions to or modifications of existing hardware or an existing network, either local area or wide area, or internet provider coverage, Marco reserves the right to:
    - i. Inspect said hardware or network and/or test bandwidth.
    - ii. If Marco determines that said hardware or network does not meet minimum standards of performance or practices for Managed Backup, Marco shall inform Client of identified hardware and/or network deficiencies.
    - iii. Marco shall then make recommendations in writing necessary to bring said hardware or network up to

- minimum standards of performance or practices.
- iv. In any event, Marco shall not be held responsible or liable for guarantees of prices, performance, or time frames resulting from such existing network or hardware deficiencies.
  - f) Client will need to designate a single point of contact to interface with Marco. This contact will have the authority to authorize purchases and generally dictate network policy to Marco. This includes triage of calls, assignment of work orders to internal personnel or Marco, and documentation of the completion of all work orders.
  - g) Backup strategy is very much a partnership arrangement. Success will be determined by active participation on the Client's part. It is Marco's expectation that the Client will participate in the management process as well as provide the necessary feedback for proper network maintenance.
  - h) Marco at its sole discretion may install software and/or hardware to assist in the process of managing and maintaining the Client's backup offering. Client agrees to abide by the licenses of the respective software publishers and hardware manufacturers. Copies of the respective licenses are available upon request.
  - i) Upon termination of this agreement, Client agrees to remove and return all property of Marco promptly. Client will not hold any hardware belonging to Marco for claims of off-set or reduction for any purpose whatsoever. Client agrees to uninstall all software associated with Marco's managed services. If Client fails to return any software and/or hardware, Marco is entitled to collect Marco published list price of product in damages.
  - j) Client is entitled to use any hardware supplied by Marco only in connection with Client's permitted use of the services.
  - k) Client shall use best efforts to protect and keep confidential all intellectual property provided by Marco to Client through any hardware and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the services. Client shall not resell, transfer, export or re-export any hardware, or any technical data derived there from, in violation of any applicable United States or foreign law.

## SCHEDULE E - SERVICE LIMITATIONS AND REMEDIATION PLAN

This Schedule E is governed by and subject to the Marco Relationship Agreement (“Agreement”) and Marco’s (Standard or 24x7) AmplifyIT Product Agreement. Defined terms in the Agreement and AmplifyIT Product Agreement have the same meaning in this Amendment.

Service Limitations	Date Reviewed	Client		Date Remediated	Client Elects not to Remediate
		Initial	Date		
Client must remediate within 60 days of Date Reviewed.					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
Client must have a remediation plan and begin remediation within 365 days of Date Reviewed.					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>



Service Limitations		Reason	Responsible Party	Date Reviewed	Client Initial	Client Date
The following are not managed by Marco.						