

MARCO'S AVAYA PRODUCT AND PRODUCT RELATED SERVICES ORDER AGREEMENT

This Avaya Product and Product Related Services Order Agreement (“Avaya Product Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the Avaya licensing that Client will purchase through Marco and any related support services (“Services”) that Marco will provide (collectively, “Products”). Client’s purchase of the Products is subject to the Marco Relationship Agreement (“Agreement”) and the Avaya Licensing Terms (defined below). By its signature, electronic or otherwise, to any Schedule of Products (“SOP”) for such Products, Client accepts and agrees that it is bound by the Agreement, this Avaya Product Agreement and Subscription Terms.

Avaya Licensing

All subscriptions for Avaya products and services are subject to and governed by the Avaya Terms and Conditions (United States: English) located at <https://downloads.avaya.com/css/P8/documents/100072471> and warranty terms (United States: English) located at <https://downloads.avaya.com/css/P8/documents/100125173> (“Licensing Terms”). By its electronic signature to any SOP for such Products, Client accepts and agrees that it is bound by those Licensing Terms.

Unless terminated earlier as provided in the Agreement or below, Client is purchasing any Avaya licensing as a prepaid term subscription (“Prepaid Term Subscriptions”) for the term stated in each SOP for Products purchased. Pre-Paid Term Subscriptions do not automatically renew and require a new order. Avaya’s charges for such Products are subject to change at any time. Marco reserves the right to adjust Client’s price to reflect such changes.

Pre-Paid Term Subscriptions are billed in full upon ordering.

Client will be billed a prorated amount for any users of the Avaya subscription who are added during the term.

Client may terminate the Pre-Paid Term Subscription at any time after providing thirty (30) days’ written notice to Marco. In the event Client terminates prior the end of the then current term, there will be no refund for the time remaining in the term.

Support Services

Client is fully responsible for its users’ compliance with the terms of this Avaya Product Agreement and the Licensing Terms, any breach of which by any user(s) shall be deemed to be a breach by Client.

Client may purchase support services from Marco for its Avaya Licensing at Marco’s prevailing rates. Such support services may include technical, user and system administration training, and maintenance and support services (“Support Services”). Marco’s provision of Services in any SOP for Products and any Support Services are subject to and governed by the parties’ Relationship Agreement.

Effective: October 23, 2020