

# MARCO'S PERCH SUBSCRIPTION ORDER AND SUPPORT SERVICES AGREEMENT

This Perch Subscription Order and Support Services Agreement is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any order ("Client") for Perch subscription 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 Perch Subscription 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 Perch Subscription Order and Support Services Agreement and Subscription Terms.

## Perch Subscription

All subscriptions for Perch products and services are subject to and governed by the Perch Service Terms and Conditions (United States: English) located at <https://perchsecurity.com/terms-of-service/> ("Subscription Terms"). By its electronic signature to any SOP for such Products, Client accepts and agrees that it is bound by those Subscription Terms.

Client is purchasing the Perch Subscription for the full term stated in the Schedule of Products.

The Perch Subscription may be purchased as a monthly-paid subscription ("Monthly Subscription") or as a pre-paid term subscription ("Pre-Paid Term Subscription"). Vendor charges for the Perch Subscription are subject to change. Marco reserves the right to adjust the charges to reflect such changes.

If the Client has existing licensing from another Perch reseller, the Client is obligated to cancel those subscriptions with that reseller to avoid double billing.

## Monthly Subscription

Monthly Subscriptions are billed monthly ("Monthly Recurring Charge").

Client will be billed for additional users of the Perch Subscription based on actual usage for the preceding month.

Monthly Subscriptions will automatically renew for successive twelve (12) month periods, at then applicable rates, which are subject to change at Marco's 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 term or renewal term.

Client may terminate the Monthly Subscription at any time after providing thirty (30) days' written notice to Marco. In the event Client terminates prior to the end of the then current term, Client will pay Marco an amount equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the term or 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. Client is responsible for all usage before actual cancellation of the Perch Subscription.

## Pre-Paid Term Subscription

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

Client will be billed a prorated amount as users of the Perch Subscription are added during the term.

Pre-Paid Term subscriptions do not automatically renew and require a new order.

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. Client is responsible for all usage before actual cancellation of the Perch Subscription.

## **Miscellaneous**

Client is fully responsible for its users' compliance with the terms of this Perch Subscription Order and Support Services Agreement and the Subscription Terms, any breach of which by any user(s) shall be deemed to be a breach by Client.

Client may purchase support services for its Perch Subscription at Marco's prevailing rates. Such support services may include portal management, performance and service availability assistance, if within Marco's span of control, and connectivity 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: December 3, 2019