MARCO'S STANDARD MANAGED IT PRODUCT AGREEMENT

This Standard Managed IT Product Agreement ("MIT Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any Schedule of Products ("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 MIT Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this MIT Agreement unless otherwise expressly stated. If Client does not accept and comply with this MIT 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 MIT Agreement. Services under this MIT 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 MIT 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 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.

5. **Minimum Equipment and Software Specifications.** Marco's obligations under this MIT 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;
    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 Policy and Minimum Best Practice Environment Standards located at www.marconet.com/legal

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

6. **Term, Termination, and Renewals.**
    a) Unless terminated earlier as provided in the Agreement or in Section 6. d. below, this MIT 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 ("MIT Agreement Term"). This MIT Agreement shall automatically renew for successive twelve (12) month periods (each a "MIT 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 MIT Agreement Term or MIT Agreement Renewal Term.
    b) Unless terminated earlier as provided in the Agreement or this MIT 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 MIT Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this MIT Agreement; provided that Marco shall not accept any new SOP for Managed IT from Client after a notice of termination of this MIT 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, 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.

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 Monday through Friday, 7:00 a.m. to 5:00 p.m. CST, excluding Marco's published holidays. 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 MIT Agreement and shall be made by an amendment hereto or separate agreement in Marco's sole discretion.

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.

PLANNING, IMPLEMENTATION AND CHANGES

1. **Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this MIT 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 MIT 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 MIT 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; and other 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 MIT 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); and
    e) 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").
    f) 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 MIT 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 MIT Agreement (including for security) ("MIT 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 MIT Feature(s) or (ii) the support of feature(s) Client has elected to use in lieu of the MIT Feature(s).

   If (i) Minimum Specifications are not met; (ii) Client fails to implement a MIT 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 MIT 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.

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 Support Desk Services are available to Client's Designated Users ("Go Live Date"). Marco will host a welcome call and provide Client 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.

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:
   a) Specify the location for any installation;
   b) Prepare the installation site in accordance with Marco's installation instructions and applicable environmental, health and safety regulations;
   c) 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
   d) 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.

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 MIT 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 MIT Agreement; b) the necessity of an amendment to this MIT 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.

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 and/or MIT 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 MIT 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.** Client may request that Marco perform services or provide goods outside the scope of this MIT Agreement or not meeting the Minimum Specifications ("Incidentals"). Marco may provide the Incidentals in its sole discretion. 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 MIT Agreement.

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 MIT 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 MIT Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the Managed IT Services implementation.

1. **Network Credentials**

   Client will provide documentation of Network Credentials Marco's Project Manager prior to the start of the Managed IT 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:

- o Accounting Software
- o Shipping Software (FedEx, UPS, Speedy etc.)
    - ▪ Provide computer names that use the shipping software
- o Custom Software
- o Financial reporting
- o Ordering systems
- o Time clock
- o Payroll
- o ERP Systems
- o 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:
- o Internet Service Provider
- o Website Hosting
- o DNS Host
- o Domain Name Registrar
- o Phone
- o Application Support

Examples of additional vendors you may work with:
- o Hosted Email
- o Email Filtering
- o Archiving
- o Encryption
- o Time Clock
- o Printing
- o Security System
- o 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 MIT Agreement, including any additional on-site time is billed at Marco's prevailing rates per the terms and conditions of this MIT Agreement. If the SOP provides for a one-time preferred service plan ("PSP") for services outside the scope of this MIT 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 MIT Agreement prior to the expiration of the MIT Agreement Term, Client shall be responsible to pay Marco its prevailing rates for services provided under the PSP upon receipt of Marco's invoice.

Effective: July 14, 2020

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 MIT 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. 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.
- o **Ticket Acknowledged:** 10 Minutes
- o **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.
- o **Ticket Acknowledged:** 10 Minutes
- o **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.
- o **Ticket Acknowledged:** 10 Minutes
- o **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.
- o **Ticket Acknowledged:** 30 Minutes
- o **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.
- o **Ticket Acknowledged:** 30 Minutes
- o **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 D - PERFORMANCE SPECIFICATIONS

PERFORMANCE SPECIFICATIONS FOR MANAGED IT

Marco Managed IT Service Highlights	

Support Desk Services
Remote Services and On-site Services
  ▪ Microsoft® OS
  ▪ Microsoft Office®
  ▪ Mobile device and remote network access connectivity
  ▪ Third Party Applications
  ▪ Vendor and software guidance
  ▪ Rapid Resolution Response
 	
Equipment Monitoring & Maintenance
  ▪ Up-time reporting
  ▪ Event log monitoring
  ▪ Hardware performance
  ▪ Drive space monitoring
  ▪ Asset summary
 	
Third Party Patching
  ▪ Per Marco's patch policy
	Microsoft Updates
	  ▪ Per Marco's patch policy
	
	Security and Software
	  ▪ Antivirus Software - management/definition updates
	  ▪ Web content filtering
	  ▪ Spam filtering
	  ▪ Active Directory and user administration security
	  ▪ Windows File® sharing administration
	  ▪ Employee Security Awareness Training and End User Phishing, Smishing and Vishing Simulation Software
	  ▪ Threat detection software
	
	Network Management
	  ▪ Proactive Network Management maintenance for pre-approved items

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.

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. 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 MIT 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 Service Highlights	
Support Desk Services Remote Services and On-site Services **Backup Appliance Monitoring & Maintenance** ▪ Event log monitoring ▪ Hardware performance ▪ Drive space monitoring ▪ Asset summary ▪ Restoration of restorable data	▪ Online and local image-level and file-level backup ▪ Virtualization support for VM recovery ▪ Bandwidth throttling ▪ No-cost seeding for initial upload ▪ Thirty (30) days of backup retention ▪ Exchange database compatibility ▪ VMware backup compatibility ▪ MS-SQL database compatibility (MS-SQL 2008 and Up)

Performance Standards

1. **Availability.** Marco's backup appliance will be monitored and managed to confirm availability and completion of 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 systems updates as defined by Barracuda.

3. **Expandability.** Marco will provide the ability to increases in Client's data size over time but may require an increase in appliance 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) Client's invoice will be adjusted in accordance at the time of notification.

4. **Monitoring.** Marco will monitor Client's backup devices for errors and failures 24x7.

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.
   a) 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 Product 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. **Appliance**. Client may provide their own backup appliance unit 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.

9.   **Client Data**. The backup data being stored on the backup appliance as well as at Marco's Data Center remains the sole property of Client.
   a)   Client agrees to cease the use of any technology that remains the property of Marco upon termination of this Agreement.

10.   **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.
   a)   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.

11.   **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.

12.   **Review.** Marco will perform an inspection on a quarterly basis of Client's backup environment.

13.   **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
   a)   Client's IT contact is responsible to work with Marco's Project Coordinator and to supply information as required to ensure successful implementation, including admin rights and passwords.
   b)   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.
   c)   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.
   d)   In the event that Client requires additions to or modifications of existing equipment or an existing network, either local area or wide area, or internet provider coverage, Marco reserves the right to:
      i.   Inspect said equipment or network and/or test bandwidth.
      ii.   If Marco determines that said equipment or network does not meet minimum standards of performance or practices for Managed Backup, Marco shall inform Client of identified equipment network deficiencies.
      iii.   Marco shall then make recommendations in writing necessary to bring said equipment 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 equipment deficiencies.
   e)   Client will need to designate a single point of contact to interface with Marco. This network administrator 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.

f) 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.

g) 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.

h) Upon termination of this agreement, Client agrees to remove and return all property of Marco promptly. Client will not hold any equipment 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.

i) Client is entitled to use any equipment supplied by Marco only in connection with Client's permitted use of the services.

j) Client shall use best efforts to protect and keep confidential all intellectual property provided by Marco to Client through any equipment 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 Equipment, or any technical data derived there from, in violation of any applicable United States or foreign law.

k) Marco is currently using a Barracuda solution to provide Managed BDR. License terms for the Barracuda Backup solution are available at www.barracuda.com/legal/software_license_agreement.

SCHEDULE E – SERVICE LIMITATIONS AND REMEDIATION PLAN

(To Be Delivered)

Effective: July 14, 2020