

MARCO'S TALKATIVE PRODUCT AND PRODUCT RELATED SERVICES ORDER AGREEMENT

This Talkative Product and Product Related Services Order Agreement (“Talkative Product Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the Talkative products and services (“Talkative 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 and governed by the Marco Relationship Agreement (“Agreement”) and the Talkative Subscription Terms (defined below).

Talkative Licensing

All Talkative Subscriptions are subject to and governed by the Talkative End User Agreement, located at www.gettalkative.com/terms, and Talkative’s Data Processor Agreement, which **Client must request, sign and return to Talkative** for it to be effective, available by emailing fwinstone@talkative.uk (collectively, “Talkative Subscription Terms”).

By its signature, electronic or otherwise, to any Marco Schedule of Products for such Products, Client accepts and agrees that it is bound by the Relationship Agreement, this Talkative Product Agreement, and the Talkative Subscription Terms. In the event of a conflict between the terms herein, the Relationship Agreement, and the Talkative Subscription Terms, the Talkative Subscription Terms shall control.

Client is purchasing the Products for the term and at the fee set forth in the SOP. The prepaid fee is billed in full upon ordering. The Talkative Subscription does not automatically renew and requires a new order. Client may terminate the Talkative 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, there will be no refund for the time remaining in the term. Vendor charges for the Talkative Subscription are subject to change. Marco reserves the right to adjust the charges to reflect such changes.

Support Services

Client is fully responsible for its users' compliance with the terms of this Talkative Product Agreement and the Talkative Subscription 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 Talkative Subscription 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: December 11, 2020