

# MARCO'S THREAT HUNTING PRODUCT AGREEMENT

This Threat Hunting Product Agreement (“Threat Hunting Agreement” or “Assessment”) 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”) and software (“Software” or “Subscriptions”), and equipment (“Equipment”) (collectively, “Products”) that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This Threat Hunting Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this Threat Hunting Agreement unless otherwise expressly stated. If Client does not accept and comply with this Threat Hunting 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, Software, and Equipment 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 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 Threat Hunting Agreement. Services under this Threat Hunting Agreement do not include software, equipment or other goods replacement costs and related services unless expressly indicated.
- 2. Asset Summary.** Client shall provide Marco with information it needs to carry out this Threat Hunting Agreement including a list of all IT equipment, such as personal computers and servers; software and operating systems; and third party IT services it is using in its IT environment (“Asset Summary”) and Client Information and Access (defined below). Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products if Client fails to comply with its obligations under this paragraph and understands that the Prices may be increased if additional Client equipment, software, or operating systems are disclosed following Marco’s Price quotation to Client. Client agrees that Marco shall have no liability to Client or any third party arising out of such delay. Client shall promptly report to Marco any changes to the Asset Summary or Client Information and Access.
- 3. Minimum Equipment and Software Specifications.** Marco’s obligations under this Threat Hunting Agreement are limited to:
  - a) equipment, which is professional grade and uses a business class operating system, meets manufacturer current specifications; 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 assessed by Marco remotely; andThe above items are referred to herein collectively as “Minimum Specifications.”
- 4. Term, Termination, and Renewals.**
  - a) Unless terminated earlier as provided in the Agreement or in Section 6. d. below, this Threat Hunting

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 (“Threat Hunting Agreement Term”). Subscriptions purchased under this Threat Hunting Agreement shall automatically renew for successive twelve (12) month periods (each a “Threat Hunting 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 Threat Hunting Agreement Term or Threat Hunting Agreement Renewal Term.

- b) Unless terminated earlier as provided in the Agreement or this Threat Hunting Agreement under Section 4. 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 for Subscriptions hereunder 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 Threat Hunting Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this Threat Hunting Agreement; provided that Marco shall not accept any new SOP for Threat Hunting from Client after a notice of termination of this Threat Hunting 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 the Services in 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”), the fixed fee stated in any SOP as well as 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.

## PLANNING, IMPLEMENTATION AND CHANGES

1. **Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this Threat Hunting 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 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 Threat Hunting Agreement.
2. **Client Information and Access.** To facilitate 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, and process as applicable:
  - a) Client’s equipment which Marco deems necessary to perform the Services hereunder (“Designated Equipment”);
  - b) Client Contacts and other Representatives;
  - c) 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 Threat Hunting Agreement including but not limited to: administrative rights, passwords, security clearance, and Network Credentials (defined below); and

- d) 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, licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "Client Information and Access").

3. **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 SOP Effective Date problems exist with Client's environment; or (ii) at any time during the Threat Hunting 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 to use the Products, Client shall pay Marco's then prevailing rates for any remediation services.

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

4. **Planning and Schedule.** Client shall work with Marco to plan for and schedule dates and times for all steps leading to and including implementation of the Software.
5. **Go Live.** Marco will notify Client when all components of on boarding are completed ("Go Live Date").
6. **Services Scope.** The Services provided under this Threat Hunting Agreement, any Remediation Plan, and any Service Limitations are not to be considered a comprehensive information security or IT analysis, but rather are the limited to the Services described in Schedule D. 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.
7. **Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this Threat Hunting 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 Threat Hunting Agreement; b) the necessity of an amendment to this Threat Hunting Agreement, a separate agreement, Remediation Plan, Service Limitations, or Client's request for enhanced, additional or different services, equipment, software or other things; c) 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.

- 8. 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 Threat Hunting 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 Asset Summary. 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 Threat Hunting 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:

- Domain Administrator / Domain Server
- Virtual Server—Vmware/VSphere
- Azure/Azure AD
- Firewall
- Antivirus Managed Console

## SERVICES AND EQUIPMENT EXCLUSIONS

Services required for the implementation beyond those described in this Threat Hunting Agreement, including any on-site work, Marco Support Desk assistance, or other work is billed at Marco's prevailing rates unless the Parties have entered into a separate agreement for such work or assistance.

## SCHEDULE A - SCHEDULE OF PRODUCTS

(To Be Delivered)

**SCHEDULE B – INTENTIONALLY BLANK**

**SCHEDULE C - INTENTIONALLY BLANK**

## SCHEDULE D - PERFORMANCE SPECIFICATIONS

### PERFORMANCE SPECIFICATIONS FOR THREAT HUNTING

Marco's Threat Hunting Assessment is designed to assist Client in identifying certain information security risks to Client's information technology environment through use of the Threat Hunting Tools described below.

Marco will use the CrowdStrike Falcon Software and Perch Software and Equipment stated in the SOP ("Threat Hunting Tools") to attempt to find evidence of the tactics, techniques, and procedures (TTP) commonly used by attackers to compromise information technology systems ("Threat Hunting" or "Services"). Following deployment of the Threat Hunting Tools as described below, Marco will notify Client of its findings and make recommendations about those findings. **This Assessment is not designed or intended to replace a forensics investigation but may assist you in providing information to assist in such an investigation.**

#### Threat Hunting Tools

**CrowdStrike Falcon Software** Marco will deploy CrowdStrike Falcon Software on servers and computers running Windows, MacOS, and Linux all of which must meet the Minimum Specifications described in paragraph 3 of the Threat Hunting Agreement.

**Perch Software and Sensor** Marco will deploy Perch Sensor and Perch Security Information and Event Management Software on servers and computers running Windows, MacOS, and Linux all of which must meet the Minimum Specifications described in paragraph 3 of the Threat Hunting Agreement.

The CrowdStrike Falcon Software and Perch Software and Sensor are referred to herein as "Threat Hunting Tools." Threat Hunting Tools will be deployed remotely through automated methods. Perch sensor deployment may require onsite access for installation. Threat Hunting Tools remain in place for the period of the Subscription stated in the SOP. For Clients without an active Marco Managed IT Agreement, Marco will monitor the deployed Threat Hunting Tools for up to sixty (60) days and will notify Client of Marco findings during that period. See the Subscription terms for any additional services provided by CrowdStrike and/or Perch during the Subscription Term. If Client has an active Managed IT Agreement with Marco, Marco alerts will follow Marco's standard Service Level Targets and Priority Standards. Marco's monitoring and notification Services will be performed during Marco's regular business hours.

**Subscription Terms** Client understands and agrees that its Subscription is governed by and it is required to comply with the then current version of: the CrowdStrike End User Agreement for CrowdStrike Falcon Software and services and the Perch Service Terms and Conditions for the Perch Security Information and Event Management Software, Sensor, and services which are located at <https://www.marconet.com/legal/subscription-license-product-agreements/threat-hunting-license-terms> ("Subscription Terms"). Client is responsible for its users' compliance with Subscription Terms. By its electronic signature to any SOP for such Products, Client accepts and agrees to be bound by the Subscription Terms. Vendor charges for such Subscriptions are subject to change. Marco reserves the right to adjust Client's Price in consideration of such changes.

CrowdStrike uses certain third-party software in the Products, including what is commonly referred to as open source software. Under some of these third-party licenses, CrowdStrike is required to provide notice of the



license terms and attribution to the third party. See the licensing terms and attributions for such third-party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

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

#### **Client Consent to Assessment and Responsibilities**

Client requests that Marco provide the Threat Hunting and consents to the deployment of Threat Hunting Tools, the installation of the Perch sensor, and Marco's access to Client's information technology, equipment, sites, and personnel, including Client Information and Access for the purpose of carrying out this Threat Hunting Agreement. Client represents that it has obtained any consents from its personnel and third parties necessary for the performance of this Assessment.

Client shall be solely and exclusively responsible for the following:

- a) designating its internal contact who will review the results of and recommendations concerning Marco Threat Hunting;
- b) providing Marco with the information it needs to carry out this Assessment;
- c) notifying Marco of any changes to: the information in a, b, its Contacts, Asset Summary, and servers, computers, software and operating systems on/for which Threat Hunting Tools are deployed, and the Client Information and Access;
- d) establishing and maintaining the security and confidentiality of Client's and its personnel's data including user accounts, ids, passwords, encryption keys, and any other personal identifiers;
- e) 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;
- f) assisting Marco with locating and installing the Threat Hunting Tools for the provision of the Assessment and confirming that Designated Equipment has the Threat Hunting Tools installed;
- g) retaining a current copy of Client data outside the Services; and
- h) all uses of the Products by Clients and its users.

## SCHEDULE E – SERVICE LIMITATIONS AND REMEDIATION PLAN

(To Be Delivered)