

# MARCO'S DUO SUBSCRIPTION ORDER AND SUPPORT SERVICES AGREEMENT

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

## Duo Subscription

Client's Duo Subscription ("Duo Subscription") is billed monthly ("Monthly Recurring Charge"). Client will be billed for additional users of the Duo Subscription based on actual usage for the preceding month.

Vendor charges for the Duo Subscription are subject to change. Marco reserves the right to adjust Client's Monthly Recurring Charge to reflect such changes.

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

## Term, Termination and Renewals

Client is purchasing Duo Subscription for a twelve (12) month term. The Duo Subscription does not expire unless it is cancelled. The Duo Subscription 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 Duo Subscription at any time after providing thirty (30) days' written notice to Marco. In the event Client terminates the Duo Subscription prior 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 Subscription 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 Duo Subscription with Duo.

## Miscellaneous

Marco will assist Client in activating and making modifications to the Duo Subscription through the Duo portal ("Activation Services"). Client acknowledges that use of the Activation Services and the Duo Subscription will require Client and any individual accessing the Duo Subscription ("Users") to share with Marco and Duo certain information which may include personal information regarding Users (such as usernames, Duo Admin Panel passwords, email addresses and/or phone numbers) solely for the purposes of providing and improving the Duo Subscription. Client consents to the use of such information and takes full responsibility for ensuring that each User consents, in accordance with applicable law, to the use of his/her information for the purposes stated herein and as described in Duo's Privacy Notice, located at <https://duo.com/legal/privacy-notice-services>. Client is fully responsible for its and Users' compliance with the terms of this Duo Subscription Order and Support Services Agreement and the Duo Service Terms and Conditions, any breach of which by any User(s) shall be deemed to be a breach by Client. Duo shall

be a third party beneficiary to and shall have the right to enforce this Duo Subscription Order and Support Services Agreement. As between Duo and Marco, Client shall look to Marco for any remedy for failure to provide the Activation Services. Duo disclaims any and all liability for the Activation Services to the fullest extent allowed by law. Client understands and agrees that the Activation Services do not include enabling, configuration, or integration of the Duo Subscription software, products, and services with third party services or applications.

Client may purchase support services for its Duo Subscription at Marco's prevailing rates. Such support services may include service and software updates, software configuration, performance and service availability assistance, if within Marco's span of control, and connectivity and desktop services ("Support Services"). Marco's provision of services in any SOP for applicable Products and any Support Services are subject to and governed by the parties' Relationship Agreement.

Effective: September 24, 2019