

MARCO'S MANAGED WAN AGREEMENT

This Managed WAN Agreement is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any order ("Client") for the applicable Software Defined Wide Area Network ("SDWAN") services (collectively, "Services" or "Managed WAN") and related equipment and other goods ("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 Managed WAN Agreement is governed by and subject to the Agreement. Defined terms in this Managed WAN Agreement shall have the same meaning in the Agreement unless otherwise expressly stated. If Client does not accept and comply with this Managed WAN 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, those 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 to Client at 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 and Client is purchasing under this Managed WAN Agreement. Services under this Managed WAN Agreement do not include hardware replacement costs and related services unless expressly indicated.
2. **Designated Site.** Client designated sites where, as applicable, services will be provided and equipment will be installed are listed on the SOP.
3. **Designated Users.** Support Desk Services are included as part of the Services as described herein. Client shall designate up to two (2) authorized users of Support Desk Services (defined below) ("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.
4. **Designated Equipment.** Marco will provide Client with a list of equipment or software to be used, managed or migrated, as applicable, for the Services ("Designated Equipment," or "Asset Summary"). Client shall promptly review the Asset Summary and report any missing equipment, software 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 Managed WAN 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) equipment, operating systems and other software having the current capability to be supported by Marco remotely.

The above items are referred to herein collectively a "Minimum Specifications". If Minimum Specifications are not met, 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 the failure to meet Minimum Specifications.

6. Term, Termination, and Renewals.

- a) Unless terminated earlier as provided in the Agreement on in Section 6. d. below, this Managed WAN 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 Product(s) purchased ("Managed WAN Agreement Term"). This Managed WAN Agreement shall automatically renew for successive twelve (12) month periods (each a "Managed WAN 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 Managed WAN Agreement Term or Managed WAN Agreement Renewal Term.
- b) Unless terminated earlier as provided in the Agreement or this Managed WAN Agreement under section 6. d. below, each SOP shall be in effect as of the Go Live Date(s) ("SOP Effective Date") defined below and shall continue for the term stated in each SOP for the Products purchased. Each SOP shall 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 SOP term or renewal term.
- c) For the avoidance of doubt, the terms and conditions of this Managed WAN Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this Managed WAN Agreement; provided that Marco shall not accept any new SOP for Managed WAN from Client after a notice of termination of this Managed WAN 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 on 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 including construction charges incurred by Marco to build new network connections as part of the Product that were not recouped by passing along such costs to Client by the time of termination. 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's Designated Users, access to the Marco Support desk ("Support Desk Service(s)").
- 2. **Incident Resolution.** Marco will provide Designated Users assistance in resolving incidents that cause a reduction in the normal quality or interruption of the standard functionality of the Services to the extent described under this Managed WAN Agreement (collectively, "Incidents"). Marco's assistance shall begin when a Designated User contacts the Marco Support Desk and 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. Remote Access.** Client agrees that Marco may provide post installation Support Desk Services remotely and that Marco may install such software on Client's equipment 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. Questions or concerns with Marco having this access should be communicated during the review of this Managed WAN Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco may use this access whenever a support ticket is created.
- 4. Additional Remote or On-site Services.** Client may purchase additional Support Desk Service(s) at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this Managed WAN Agreement and shall be made by an additional SOP or separate agreement in Marco's sole discretion.
- 5. 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, 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.
- 6. 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.
- 7. Service Level Agreement.** Marco will provide Service in accordance with its Service Level Agreement ("SLA"), if any, in effect at the time of Client's Support Desk Service request, which is subject to change in Marco's sole discretion. If applicable, the current SLA is attached as **Schedule C**.
- 8. Support Desk Downtime.** Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems ("Support Desk Downtime"). Marco will use commercially reasonable efforts to minimize such Support Desk Downtime.
- 9. 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.

NETWORK MANAGEMENT

Marco will perform the configuration, programming, and maintenance of **Marco supplied** SDWAN equipment. Marco **will not** perform the configuration, programming, and maintenance of **Client supplied** switching, routing, and/or firewall equipment unless Client is purchasing management from Marco for equipment supported under a Marco Product Agreement.

DATA CENTER MANAGEMENT

Marco will monitor and manage the data center Infrastructure as defined in Schedule C. This monitoring and management are not inclusive of Client Equipment.

PLANNING, IMPLEMENTATION AND CHANGES

- 1. Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this 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 Managed WAN Agreement.
- 2. Network Discovery.** Following the Effective Date of the Agreement, Marco may conduct a discovery of certain of Client's current, equipment, operating systems, software and network environment to gather any information Marco needs to carry out this Managed WAN Agreement ("Network Discovery"). If Network Discovery occurs, 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 any SOP 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 copies of, access to, and permission to collect, maintain, process, use and enter, as applicable:
 - a) Client's Designated Site; Designated Equipment; Client Equipment; and other equipment, hardware or facilities of any other kind which Marco reasonably requests;
 - 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 Managed WAN Agreement, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance and facilities entrance capabilities; 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, third party applications, licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "Client Information and Access").
- 4. Remediation and Service Limitations.** Marco may designate certain limitations or exclusions from the Services ("Service Limitations") or require that Client enter into a separate remediation agreement ("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 Managed WAN 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 (i) Minimum Specifications are not met; (ii) Client fails to implement the 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 Managed WAN Agreement without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination.

- 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, as applicable: the Network Discovery, the provision of any Client Information and Access, site preparation and access, any Existing Provider Cutover (as defined below) and Service "Go Live" dates.
- 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 it has activated the Services at Client's location(s) ("Go Live Date(s)"). Marco will host a welcome call and provide Client with information needed for Designated Users to access Marco Support Desk Services at the first Go Live Date. If Client has multiple locations, there may be multiple Go Live Dates.
- 8. Discovery Scope.** Any 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 is identified on Schedule A. 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 Managed WAN 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 Managed WAN Agreement; b) the necessity of a Change Order, 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 Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by licenses, agreements or other prerequisites of third-party software publishers, vendors or equipment manufacturers for the Products (collectively, "Licenses").
- 12. Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair defects in the Equipment, which meets Minimum Specifications ("Repairs"). Updates to firmware on Equipment are included. Updates to firmware on other Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment to the Marco service depot to make such Repairs.
- 13. 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. Marco reserves the right in its sole discretion to require an additional SOP or separate agreement for any changes, additions, or enhancements to the Products.
- 14. Offboarding.** Marco has no obligation to maintain Client data following termination or expiration of any SOP. Client agrees and is responsible for contacting Marco prior to disconnecting and returning Marco equipment, for security and privacy purposes, and shall pay the MRC until the Support Desk has been contacted until permission to disconnect has been received. Any Support Desk assistance following expiration or termination shall be billed at Marco's then prevailing rates.

IMPLEMENTATION SERVICES

Once the signed agreements are received, Marco will assign a Project Manager to work on implementation. Client agrees to provide assistance and documentation needed to complete the Network Discovery and design meetings. All information requested and communication should be routed through the Project Manager.

PRIVACY

Marco is not liable for any lack of privacy that may be experienced because the Products utilize, in whole or in part, the public Internet and third-party networks to transmit voice and other communications.

LABOR, SUPPORT AND HARDWARE EXCLUSIONS

Services for the implementation of this project are subject to the terms of the Agreement. Any new/different equipment, software, etc. added to Client's system will NOT be covered under the Agreement or any Managed WAN Agreement unless, and until, approved in writing by Marco in a Change Order or other agreement in Marco's sole discretion. Any additional service other than that included in the SOP is billed at Marco's then prevailing rates.

Effective: January 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 Managed WAN 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.

- **Ticket Acknowledged:** 10 Minutes
- **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.

- **Ticket Acknowledged:** 10 Minutes
- **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.

- **Ticket Acknowledged:** 10 Minutes
- **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.

- **Ticket Acknowledged:** 30 Minutes
- **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.

- **Ticket Acknowledged:** 30 Minutes
- **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 a Service Amendment or another agreement, in Marco's sole discretion.

SCHEDULE C – SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (“**SLA**”) sets forth Marco Technologies, LLC (“Marco”) Managed MAN service level objectives and Client service credit terms and is subject to and governed by the Marco Relationship Agreement between the Parties.

1. Definitions

- **“Marco Support Desk”** means the Marco support technicians who are available by phone at 800.847.3097 or mit@marconet.com.
- **“Force Majeure”** means delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Acts of God, labor interruption, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services or any other cause beyond Marco’s reasonable control. Any such delay or failure shall suspend this SLA until the Force Majeure ceases.
- **“Outage”** means a period in which a Service failure causes a complete loss of data transmission or when the Service is Unavailable as defined in the Performance Specifications, but specifically excluding (a) failures caused by Client, Client’s End Users or Client’s equipment; (b) failures during any Force Majeure event; (c) failure of connectivity not within Marco’s control; (d) interruptions during any period in which Marco is not allowed access to Client or End User premises, if such access is necessary to repair or restore Service; and (e) interruptions during any period where Client elects not to release the Services for testing and/or repair and continues to use the Service on an impaired basis; and (f) failures due to a fiber cut on a segment of Marco’s network other than its core, or backbone network, provided the cut is not caused by Marco.
- **“Scheduled Downtime”** is defined as those periods of time Marco will perform service maintenance outside 8:00 a.m. to 5:00 p.m. in the respective local time zone after providing Client five (5) days’ notice.
- **“Unscheduled Downtime”** means periods of time Marco determines in its sole discretion that it is in the best interests of any or all its Clients to perform service maintenance with providing notice to Client (“Unscheduled Downtime”).
- **“Support Service”** is defined as Marco’s assistance to Client to resolve Incidents which result in the Client being unable to transmit, initiate or receive data, internet, voice, web, application, or video communications in accordance with Schedule B.
- **“MRC”** means the monthly recurring charge for a particular Service, as specified in a Schedule of Products (SOP) accepted by Client.
- **“Infrastructure”** means the data center facilities, electrical power, cooling, battery backup, cross connects, servers, storage, and software used to deliver Managed WAN.

2. Service Availability

Marco shall make the Service available for access and use by Client 24x7x365, excluding any Scheduled Downtime, Unscheduled Downtime, or downtime due to a Force Majeure event (“Service Availability”).

3. Support Availability for Outage

Marco will provide commercially reasonable 24x7x365 Support Desk Service to assist Client to resolve an Outage. To ensure receipt of notice that an Outage has occurred, Outages must be communicated to Marco by phone or email to the Marco Support Desk and will be considered an open issue when a ticket number is received by the Client from the Marco Support Desk. The time of an Outage shall begin from the point of Marco issuing a ticket number and shall end when Marco notifies Client that the Outage has ended. In addition, it is recommended that trained network and IT personnel be made available by the Client for the prompt resolution of an Outage.

4. Support Desk Service Availability for Other Requests

For issues other than Outages, Marco will provide commercially reasonable Support Desk Services by phone and/or email from Monday through Friday (excluding Marco published holidays) 8:00 a.m. to 5:00 p.m. CST via a phone call or email to the Marco Support Desk. All support requests will be provided with a case number and severity level for tracking and communication purposes. Within what is commercially reasonable, Marco endeavors to respond, update, and resolve tickets as outlined Schedule B.

5. SLA Amendments

Marco may in its sole discretion update and amend this SLA at any time.

6. SLA Limitation.

In the event that the Service will be utilizing a last mile fiber transport that is not Marco or its Carriers through Marco, Marco's SLA obligation will be limited to the furthest point where the fiber meets the Client's or its third-party Marco's network switch or point of presence.

PERFORMANCE SPECIFICATIONS FOR SOFTWARE DEFINED WIDE AREA NETWORK (“SDWAN”)

Marco SDWAN Service Highlights	
<p>Support Desk Services 8:00 a.m. to 5:00 p.m. CT, Monday through Friday</p> <ul style="list-style-type: none"> ▪ Moves, Adds, Changes ▪ Administration <p>24x7x365</p> <ul style="list-style-type: none"> • Monitoring ▪ Alerting ▪ Availability 	<p>Marco’s SDWAN consists of the following components for connectivity services as defined on the SOP.</p> <ul style="list-style-type: none"> ▪ Edge Appliances ▪ Hardware Maintenance ▪ Software Licensing ▪ Gateway Registration ▪ Orchestrator Registration

PERFORMANCE STANDARDS

1. **Availability.** Marco will make SDWAN gateway and orchestrator available to Client.
2. **Marco Property.** Marco may make available to Client Marco owned edge devices if and to the extent provided in the SOP. Such items are subject to the terms applicable to Marco Property as provided in the Agreement. Marco will maintain such edge devices in accordance with industry standards. Any updates, changes, and maintenance to Marco Property shall be performed at Marco’s sole discretion.
3. **Resources.** Marco will deliver 100% of the described Products located on the SOP.
4. **Expandability.** Marco will provide expandability of the solution upon a change order request. For additional or reduced cost, Marco will provide the ability to adjust consumed service capacities up or down.
5. **Manageability.** Marco’s Support Desk and Network Operation Center (“NOC”) will monitor and manage the SDWAN services.
6. **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 VeloCloud.
7. **Security and Privacy.** Marco will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to the SDWAN environment, located within data centers, as well as critical infrastructures supporting the facility. Entrances into secure areas include dual-factor authentication and video monitoring. In addition, the data center facility maintains on-site dedicated security staff to manage surveillance and monitor the secure areas parking and building perimeter. The site security is managed, maintained and certified in audits, performed annually.
8. **Administrator Access.** Only Marco has, and at all times, retains administrator access to the SDWAN services. Upon Client’s written request, Marco, in its sole discretion, may grant Client or a third party read only access. The parameters of any such access shall be defined by Marco to Client and any such third party.
9. **Other Agreements.** The subscription for SDWAN software and services is subject to and governed by the VeloCloud Service End User Subscription Agreement located at www.velocloud.com/terms/ subscription and the VMware Data Processing Addendum located at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware->

data-processing-addendum.pdf. By signature of this Managed WAN Agreement, Client agrees and accepts that it is bound by that agreement and addendum.

- 10. Repair and Scheduled Maintenance.** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of SDWAN Service by the Client for testing. Marco will use commercially reasonable efforts to schedule scheduled maintenance in a manner that minimizes any system interruption.
- 11. Scheduled and Unscheduled Downtime.** Client understands and agrees that the Marco SDWAN services will be Unavailable during periods of Scheduled and Unscheduled Downtime, as defined in the Schedule C. Marco will use commercially reasonable efforts to schedule Scheduled Downtime in a manner that minimizes system interruption. Service will be unavailable during Scheduled and Unscheduled Downtime.
- 12. Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
 - a) notifying Marco of any changes to Designated Users and/or Designated Equipment;
 - b) notifying Marco of any changes to contacts for alert purposes;
 - c) establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
 - d) 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;
 - e) notifying Marco prior to disconnecting and returning Marco equipment;
 - f) all uses of the Products by Client and its users.

Effective: January 14, 2020