MARCO'S PREMIUM IT+ AGREEMENT

This Premium IT+ Agreement ("PIT+ Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any order ("Client") for the services ("Services") and software ("Software" or "Subscriptions") (collectively, "Products") that Marco will provide during the Term and Renewal Term of the Marco Relationship Agreement ("Agreement") between Marco and Client. This PIT+ Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this PIT + Agreement unless otherwise expressly stated. If Client does not accept and comply with this PIT+ Agreement, it may not place an order or use the Products.

DESCRIPTION OF SERVICES AND DELVERABLES

1. **Products.** Marco will provide, and Client will purchase or license, as applicable, Services and Software 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. 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 on the SOP are ALL the services, goods, and software Marco is providing under this PIT+ Agreement. Services under this PIT+ Agreement do not include equipment or other goods replacement costs and related services unless expressly indicated.

2. **Premium IT.** Premium IT+ ("PIT+") includes the purchase of access to Premium IT Service under the Premium IT Agreement, located at https://www.marconet.com/legal/business-it-product-agreements/preferred-it-agreement. By its signature, electronic or otherwise, to any PIT+ SOP, Client accepts and agrees that it is bound by the Premium IT Agreement. If completed Services exceed the Monthly Funds balance, as defined in the Premium IT Agreement, the overage will be billed to Client at Marco's then current rates (in minimum increments of 15-minutes).

3. **PIT+ Features.** Client agrees to purchase PIT+ Features as described in Schedule D and designated on the SOP. All system setup, installation, and configuration of PIT+ Features will be billed on a time and material basis against the PIT Agreement.

4. **Designated Contact**. Prior to Marco's installation of any PIT+ Features, Client shall designate a contact to receive all alerts from any configured software as part of this PIT+ Agreement ("Designated Contact"). Client's Designated Contact will be responsible for managing, responding to, or remediating all configurations and alerts. Designated Contact may request Support Desk Services (defined below) for assistance from Marco.

5. **Designated Equipment**. If Network Services or Remote Management & Monitoring Agent software are designated on the SOP, Client shall provide Marco with a list of all personal computers and servers on which software shall be loaded. 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.

6. **Minimum Equipment and Software Specifications.** In order to install or configure any software included in this Agreement, customer must meet or exceed these minimums:
   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 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".

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

PLANNING, IMPLEMENTATION AND CHANGES

1. **Network Discovery**. Following the Effective Date of the Agreement, Client agrees to provide the documentation and information that Marco reasonable requests for the PIT+ Features being purchased, as indicated as Documentation Discovery on the SOP ("Network Discovery"). Client shall pay Marco at the then current rates if Client elects for Marco to gather the required documentation and information.

2. **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 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 PIT+ 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 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 PIT+ Agreement without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination.

3. **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 PIT+ Features.

4. **Cutover from Existing Provider**. To the extent the Software will be replacing existing software of another provider, Marco will assist Client with the transition to the 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.

5. **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 PIT+ Feature(s) which (i) are located at https://www.marconet.com/legal/business-it-product-agreements/premium-it-agreement-license-terms; and (ii) are otherwise applicable to any Software and/or PIT+ Feature.

SUPPORT DESK ASSISTANCE

As part of the Services, Marco will make available to Client, and its users, access to the Marco Support desk ("Support Desk Service(s)"). All Support Desk Services will be billed on a time and materials basis against the Client's Premium IT Services.

Effective: October 23, 2020

SCHEDULE A - SCHEDULE OF PRODUCTS

(To Be Delivered)

SCHEDULE B - INTENTIONALLY BLANK

SCHEDULE C - INTENTIONALLY BLANK

SCHEDULE D - PERFORMANCE SPECIFICATIONS

PERFORMANCE SPECIFICATIONS FOR PIT+ FEATURES

1. **Network Services Feature**
   a. **Network Services.** Network Services shall consist of automated alerts of Client owned server, switches, routers, firewall equipment, workstations (desktops and laptops), access points, wireless connected mobile devices, SAN, NAS, controllers and UPS. All alerts will be delivered via email to the Designated Contact. Client agrees that Marco may install software and/or equipment to assist in performing the Network Services.

2. **Server OS Feature**
   a. **Remote Management & Monitoring Agent**. Client agrees that Marco may install such software on Client's personal computers and servers as Marco deems appropriate in its sole discretion for the purpose of remote monitoring ("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.
   b. **Windows & Third Party Application 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.
   c. **Web Security & Content Filter.** Client agrees that Marco may install Marco's chosen web content filtering software for the purpose of restricting Designated Users' access to known malicious www content.
   d. **Endpoint Anti-Virus & Malware Protection.** Client agrees that Marco may install Marco's chosen antivirus software for the purpose of scanning against known viruses. 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 against this Agreement.

3. **Workstation OS Feature**
   a. **Security Phishing & Awareness Training.** Client agrees that Marco may install Marco's chosen end-user phishing, smishing, and vishing simulation software.
   b. **Remote Management & Monitoring Agent**. Client agrees that Marco may install such software on Client's personal computers and servers as Marco deems appropriate in its sole discretion for the purpose of remote monitoring ("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.
   c. **Windows & Third Party Application 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.
   d. **Email Anti-Spam with Advanced Security.** Client agrees that Marco may install Marco's chosen spam filtering software for the purpose of filtering spam through inbound email.
   e. **Web Security & Content Filter.** Client agrees that Marco may install Marco's chosen web content filtering software for the purpose of restricting Designated Users' access to known malicious www content.

f. **Endpoint Anti-Virus & Malware Protection.** Client agrees that Marco may install Marco's chosen antivirus software for the purpose of scanning against known viruses. 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 against this Agreement.

CLIENT RESPONSIBILITIES

Client shall be solely and exclusively responsible for the following:

a) notifying Marco of any changes to its Designated Contact and 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.

Effective: October 23, 2020