

MARCO UNIFYIT PRODUCT AGREEMENT

This Marco UnifyIT Product Agreement ("Product Agreement") 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"), equipment and other goods (collectively, "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 Product Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this Product Agreement unless otherwise expressly stated. If Client does not accept and comply with this Product 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, 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(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 Product Agreement. Services under this Product Agreement do not include equipment or other goods replacement costs and related services unless expressly indicated. Client's monthly recurring billing as provided in the SOP commences when Marco notifies Client that Support Services are available to Client's Designated Users (defined below). The fees set forth in the SOP are due as stated in the SOP.
2. **Asset Summary.** Marco will provide the Client with a summary of all discovered assets and users during the onboarding of this Product Agreement. Marco will configure discovered assets and users per the terms of this Product Agreement.
 - a) Client shall promptly review the discovered asset and user summary and report any missing assets, users, or any discovered inaccuracies.
 - b) Client shall promptly notify Marco through a service ticket (change request) about asset or user changes so that proper re-configuration or loading of Products can be deployed or configured.
 - c) 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 or inability to perform.
3. **Designated Site(s).** Marco designates **the location(s) on the SOP** as the physical location(s) of Client's site where Marco will perform any on-site work under this Product Agreement ("Designated Site").
4. **Designated Users.**
 - a) "Designated User(s)" are all users that exist in the Client's central authentication directory (e.g., Active Directory, Azure Active Directory, etc.). Marco shall classify each Designated User into one of the following user types based on how that user consumes Services:
 - **Knowledge Worker User:** Knowledge Worker Users are Client employees and contractors who use Designated Equipment (defined below) as part of their normal job duties that are performed on the Client's behalf and do not share the devices.
 - **Shared Workspace User:** Shared Workspace Users are Client employees and contractors who use Designated

Equipment in a shared capacity as part of their normal job duties that are performed on the Client's behalf.

- **Email Only User:** Email Only Users are Client's employees and contractors who use Designated Equipment only to access Client's email services as part of performing their duties on behalf of Client.
- b) Client shall provide a list of all users, their job titles and job descriptions, and their desired user type at time of onboarding of the Products hereunder.
- c) Marco shall make the final determination in its sole discretion as to which Designated Users qualify as a user types based on such considerations as title, typical job description, and technology use (e.g., logon history, Designated Equipment usage, etc.)
- d) The monthly recurring charge ("MRC") per Designated User shall be calculated in the following manor:
 - Rounded up to the total whole user:
 - Knowledge Worker User = 1 user
 - Shared Workspace User = 0.5 user
 - Email Only User = 0.25 user
- e) To qualify for the use of any Products hereunder, Client agrees to employ at least one qualified (as determined in Marco's discretion) technical IT staff who is authorized to use the Products hereunder and to notify Marco in writing of the identity of that person(s) ("Designated IT Technical User(s)") prior to project implementation kick off. If the Designated IT Technical User fails to cooperate with Marco, or Marco reasonably requests the replacement of the Designated IT Technical User, Client will replace the Designated IT Technical User with an individual acceptable to Marco.
- f) If at any point after the SOP is signed the Client has a vacancy in the Designated IT Technical User role, the Client shall notify Marco of the Designated IT Technical User's last day in that role as soon as it is known to Client and provide a replacement Designated IT Technical User within thirty (30) days of that last day. Failure to provide notice and a replacement of the Designated IT Technical User may subsequently lead to termination of activated Products, access to the Marco Customer Portal, and Services until replacement has been provided.
- g) Designated Technical IT Users will be granted administrative rights to the Marco Customer Portal for the Client. To access the Support Services via the Marco, the Designated Technical IT User will have the power to add additional users to the Marco Customer Portal.
- h) Client shall notify Marco of any changes to the Designated Technical IT Users or self-administer the users by making the changes in the Marco Customer Portal. Any user in the Marco Customer Portal Client Tenant shall be considered authorized to approve use of Products under this Product Agreement. Any and all service requests opened through the Marco Customer Portal by approved users shall be considered approved requests by the client.
- i) Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Technical IT Users' status and Client's use of the Products 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.
- j) Client shall notify Marco of any changes to their Designated Users, including device usage, job title and job description, and desired user type. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users' status, user type, and use of the Products 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. If Client exceeds its allotted Designated Users or Software Product License tool allocation or Marco finds that the user type has not been accurately designated or has changed, the Price will be increased accordingly.

5. **Designated Equipment.** "Designated Equipment" under this Product Agreement is defined as discovered assets which will receive device configurations as described in Schedule D for which In Scope Services are provided hereunder.

6. **Minimum Equipment and Software Specifications.** Marco's obligations under this Product Agreement are limited to Equipment, Software, and Products that meet the following Minimum Specifications:
- 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; and
 - b) meets 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; and
 - d) environments meeting Marco's Password Policy, Minimum Best Practice Environment Standards, and other relevant policies 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 7. d. below, this Product 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 ("Product Agreement Term"). This Product Agreement shall automatically renew for successive twelve (12) month periods (each a "Product 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 Product Agreement Term or Product Agreement Renewal Term.
- b) Unless terminated earlier as provided in the Agreement or this Product Agreement under Section 7. 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 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 Product Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this Product Agreement; provided that Marco shall not accept any new SOP for UnifyIT from Client after a notice of termination of this Product 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.

8. **Indemnification.** If Client fails to comply with any of the terms contained in this Product Agreement, Client shall defend, indemnify, and hold harmless Marco and its Representatives from and against third party (other than an indemnitee affiliate) Claims for Losses arising from such failure.

SERVICES

1. **Included Services Scope.** As part of the MRC for this Product Agreement, Marco will provide the following "In-Scope Services:"

- a) **Service Tools.** Marco will make available to Client through its Designated IT Technical Users, access to the Marco Customer Portal to open change requests or support incident service requests. In emergency situations, Designated IT Technical Users may also call Marco's toll-free phone number, email support, or live chat.
 - b) **Software Management.** Marco may provide the following:
 - i. Configuration of Software manufacturer best practices, setup, and monitoring;
 - ii. Management and maintenance of application or Software updates;
 - iii. Assist Designated IT Technical Users in modification of standard policy/software setup as requested by the Client from time to time, as documented in a service ticket or work order;
 - iv. Provide Designated IT Technical Users with notice of alerts Marco received through the Software for further action. See relevant Policies at www.marconet.com/legal for further details;
 - v. May provide Client with access to relevant hardware and Software tools at Marco's discretion.
2. **On-Demand Services Scope.** Marco may, in its sole discretion, provide access to additional Services outside of the items defined in the Included Services Scope (above) at the request of a Designated IT Technical User as described below. Any such Services are subject to and governed by the Agreement and shall be billed at Marco's then prevailing rates on a time and material basis in 15-minute increments.
- a) Client's Designated IT Technical User(s) may request on-demand services from Marco's technical services units. This includes but is not limited to IT Field Services, Security Operations, Assessment Teams, Support Desk, L1, L2, & L3 Remote Support Teams, etc. Please refer to www.marconet.com to review Marco's breadth of services through the Marco Preferred IT Agreement described below.
 - b) Marco On-Demand Services will be documented with tickets submitted to the Marco through the Marco Customer Portal. If Client is unable to access the Marco Customer Portal, Designated IT Technical User(s) may submit tickets to the Marco by calling Marco's toll free line at 1-800-847-3098, emailing support, or using live chat. Submission of a ticket by approved users in Marco's Customer Portal or the Client's Designated IT Technical User(s) shall be considered Client's approval for Marco to provide billable services in response to the ticket and Client agrees to pay for such services. Marco's On Demand Services begin when a Designated IT Technical User contacts the Marco Support Desk between 7:00 a.m. to 5:00 p.m. CST Monday through Friday excluding Marco's published holidays. Marco's On Demand Services end when Marco resolves the ticket or determines in its sole discretion that it cannot resolve the ticket. Client acknowledges and agrees that it is solely responsible for any costs and expenses associated with resolution of any matter in a ticket following the above determination by Marco.
3. **Marco Preferred IT Agreement.**
- a) All onboarding fees for this Product Agreement as listed in the SOP and all On-Demand Services shall be purchased through and billed against a "Preferred IT ("PIT Agreement"). Client agrees to enter into Marco's Preferred IT Agreement located at www.marconet.com/legal as part of this Product Agreement.
 - b) The PIT Agreement will be loaded with an estimated onboarding dollar amount as a one-time cost listed on the SOP. Actual labor for onboarding of this Product Agreement will be billed at time and materials against the PIT Agreement.
 - c) Any remaining funds after onboarding shall be used by the Client in accordance with the PIT Agreement.
 - d) At the end of each 12-month period of this Product Agreement, at Marco's sole discretion, it may adjust billing of this Product Agreement to include a modified monthly PIT (as defined therein) contributions amount based on the average monthly usage of On-Demand Services over the prior 12-months.
4. **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.

5. **Remote Services.** Client agrees that Marco may provide Services remotely and that Marco may install such software on Client's computers, servers, devices 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.
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. **Support Desk Downtime.** Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems ("Downtime"). Marco will use commercially reasonable efforts to minimize such Downtime.

SOFTWARE

1. **Included Software Scope.** As part of this Product Agreement, Marco will provide the Software options Client has selected as stated in the SOP.
2. **Licenses and Designated Users.** Marco will monitor the use of Software Licensing as part of this Product Agreement. Should the usage exceed the allotted licenses as part of this Product Agreement, Marco in its sole discretion will increase the amount of active Designated Users or software licensing in this Product Agreement to accommodate actual usage which will result in a price increase.

PLANNING, IMPLEMENTATION AND CHANGES

1. **Project Implementation Contacts.** The Parties shall each designate a project manager who has full authority to administer this Product 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 Product Agreement.
2. **Network Discovery.** Following the Effective Date of the Agreement, Marco will conduct a discovery of certain of Client's current equipment, operating systems, software, and network environment to gather the information Marco needs to carry out this Product Agreement ("Network Discovery"). 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. All implementation services are estimated and will be billed hourly and then Marco's prevailing rates in 15-minute increments.

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 at Client's expense copies of, access to, and permission to collect, maintain, process, use and enter, as applicable:
- a) Client's Designated Site; Designated Equipment; Client Equipment; the Equipment; and other equipment, hardware or facilities of any other kind which Marco reasonably requests;
 - b) Client Designated Users' names, job titles, phone numbers, and email addresses 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 Product Agreement, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance, facilities entrance capabilities 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, Third Party Applications, licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "Client Information and Access").
 - e) If physical access to Client Equipment is controlled by a third party, then Client shall pay for Marco's time at then prevailing rates (including travel time) and any fees relating to such access, including fees associated with such things as finger printing, photographs, and background checks. Marco cannot guarantee consistency in the staff who will provide services for Client Equipment located in facilities controlled by a third party.
4. **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 Effective Date problems exist with Client's environment; or (ii) during Network Discovery, or at any other time during the Product 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 Minimum Specifications are not met or if Client elects not to implement a product or feature that is included in the Product Agreement (including for security) ("Product Feature"), 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 (i) the failure to meet Minimum Specifications or implement Product Feature(s) or (ii) the support of feature(s) Client has elected to use in lieu of the Product Feature(s).
- If (i) Minimum Specifications are not met; (ii) Client fails to implement a Product Feature or 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 Product 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.
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: the Network Discovery, the provision of any Client Information and Access, any Existing Provider Cutover (defined below), the Go Live Date (defined below) and all other on boarding.

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 one or more Products are available to Client's Designated Users ("Go Live Date"). Marco will host a welcome call and provide Client and the Designated IT Technical User with information needed for Designated Users to access Marco Services. Marco will also notify Client when all remaining components of onboarding are completed. Additional services may be implemented post Go Live Date. An implementation plan with timelines will be discussed for Services during the welcome call.
8. **Discovery Scope.** The 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, if any, is identified on the SOP. 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 under this Product Agreement, 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 performance under this Product Agreement.
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 Product 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 Product Agreement, including identifying for Marco the Designated IT Technical User; b) the necessity of an amendment to this Product Agreement, a 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. Failure of the Client or the Designated IT Technical User to engage with Marco effectively and efficiently, to the extent that impedes or delays the Go Live Date by more than ninety (90) days after the date the SOP is signed, may lead to all or any of the following, at Marco's discretion, regardless of the status of Product implementation: a start of billing for the Product and Services; the beginning of the Product Agreement Term; termination of this Product Agreement.

11. **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, Marco Policies, and/or Product Feature(s), as applicable, which (i) are located at <https://www.marconet.com/legal> ; and (ii) are otherwise applicable to any Software and/or Product Feature.
12. **Incidental Services and Equipment.** Client may request that Marco perform services or provide goods outside the scope of this Product Agreement or not meeting the Minimum Specifications ("Incidentals"). Marco may provide the Incidentals in its sole discretion. Such Incidentals are not part of the Price. Client shall pay Marco's then prevailing prices for Incidentals or on demand services, including but not limited to: time, materials and labor, which shall be charged at a minimum of fifteen (15) minutes for each request. Marco provides any Incidentals "AS IS," in accordance with the Agreement AND WITHOUT EXPRESS OR IMPLIED SERVICE WARRANTY OF ANY KIND as a courtesy to Client. Client's purchase and Marco's provision of any Incidentals is subject to all of the Client obligations, but none of its rights, and all of the Marco rights, but none of its obligations, under the Agreement and this Product Agreement.
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. The Parties' agreement to change this Product 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.
14. **Removal of Client's existing software.** The removal of the Client's existing software when being replaced by a product in this Product Agreement shall be Client's responsibility or billable against the Client's PIT Agreement. Client shall coordinate such removal with Marco's installation of software. Client may request support for removal its existing antivirus software which, if provided, shall be billed on a time and material basis at Marco's then prevailing prices. It has been assumed that the Client's network is housed within a domain and Group Policy will be used to push software to clients at time of installation. If no domain exists, remediation services to resolve and implement the solution shall be billable against the Client's PIT Agreement.
15. **Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair Defects in the Equipment or other equipment of Client, which meets Minimum Specifications ("Repairs"). Updates to firmware on Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment or other equipment of Client to the Marco service depot to make such Repairs.

CLIENT RESPONSIBILITIES FOR IMPLEMENTATION

The implementation will require assistance from Client needed to complete the Network Discovery. Such assistance includes the example items listed below. All information requested and communication should be routed to the Marco Project Manager assigned. Once this Product Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the implementation. If Applicable for purchased solutions under this Product Agreement. A list of mandatory and optional discovery items will be provided by the Project Manager depending on solutions elected in this Product Agreement:

1. 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 (if applicable):

- Domain Administrator / Domain Server

- Local Server
- Local Workstation / Thin Client Administration
- Virtual Server - VMware / VSphere
- SAN Administrator
- Firewall
- Switch
- Router – if client owned
- Wireless Access Points
- SQL Administrator
- Email Administrator
- AntiVirus Managed Console
- Web Hosting or Web Filtering Appliance/Software
- Email Filtering Appliance / Software
- Universal Power Supply (UPS) / Battery Backup
- Ilo/IMM – Management Login
- Printers

2. Third-Party Vendors and Third-Party Vendor Contact Information

Client agrees to provide a list of vendors and vendor contact information including name, phone number and email address.

Required:

- Internet Service Provider
- Website Hosting
- DNS Host
- Domain Name Registrar
- Phone
- Application Support

Examples of additional vendors you may work with:

- Hosted Email
- Email Filtering
- Archiving
- Encryption
- Time Clock
- Printing
- Security System
- Paging / Video systems

3. Remote Access Software Installation

As part of the implementation, Marco will be loading Remote Access Software referred to in this Section as a “monitoring agent(s)” on your server(s), workstations, and compatible network assets. These agent(s) will give Marco the ability to monitor that equipment, fulfill maintenance tasks and remotely access the equipment for troubleshooting and other service-related activities.

Client shall assist Marco’s Project Manager in the installation of the Remote Access Software as requested, including the loading of the agent to the domain server, identifying the locations of servers and personal computers that will receive the agent, and confirming that all such equipment has a monitoring agent installed.

4. **Multi-Factor Authentication**

If Client is utilizing Duo multi-factor authentication, additional licenses may be required for integrations. Properly integrating with Microsoft / Azure Single Sign-On may necessitate an Azure AD P1 license, which will be upon the Client to obtain unless otherwise agreed; if provisioned by Marco, Client will be billed accordingly.

SERVICES AND EQUIPMENT EXCLUSIONS

Services required for the implementation beyond those described in this Product Agreement, including any additional on-site time is billed at Marco's prevailing rates per the terms and conditions of this Product Agreement. Any such services are subject to and governed by the Agreement. If Client terminates this Product Agreement prior to the expiration of the Product Agreement Term, Client shall be responsible to pay Marco its prevailing rates for services provided under the PSP upon receipt of Marco's invoice.

Version: 3.4.2021

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 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 an amendment hereto or separate agreement, in Marco's sole discretion.

SCHEDULE C - INTENTIONALLY BLANK

SCHEDULE D - PERFORMANCE SPECIFICATIONS

PERFORMANCE SPECIFICATIONS FOR UnifyIT

IDENTIFYIT: ASSET MANAGEMENT

Included Services:

- Quarterly Business Review
- On Demand Reporting
- Windows Patching
- Third Party Application Patching

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools

- Desktop/Server OS Remote Management & Monitoring Tool
- Software Patch Management Tool
- Network Management & Monitoring Tool
- Dynamic Documentation Tool

Monitoring & Maintenance

- Asset summary
- Alert Monitoring
- Up-time reporting
- Hardware performance & monitoring

IDENTIFYIT: COMPLIANCE

Included Services:

- Quarterly Compliance Assessment
- Quarterly Business Review
- Quarterly Compliance Review
- Monthly Video Security Training
- Quarterly email Phish testing

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools

- Compliance Management Platform Tool
- Security Awareness & Testing Tool

IDENTIFYIT: VULNERABILITY

Included Services:

- Monthly Vulnerability Scanning
- Quarterly Business Review
- Quarterly Vulnerability Review

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools

- Vulnerability Management Platform Tool

Monitoring & Maintenance

- Vulnerability Reporting

DEFENDIT: WEB/DNS SECURITY
Included Services:

- Quarterly Business Review
- On Demand Reporting

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- DNS Security Platform

Monitoring & Maintenance:

- Alert Monitoring

DEFENDIT: EMAIL SECURITY
Included Services:

- Quarterly Business Review
- On Demand Reporting

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- SPAM & Malware Protection Tool
- Email Encryption Portal
- Spear phishing Protection Tool

Monitoring & Maintenance:

- Alert Monitoring

DEFENDIT: Multi-Factor Authentication (MFA)
Included Services:

- Quarterly Business Review
- On Demand Reporting

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- Multi-Factor Authentication Tool

Monitoring & Maintenance:

- Alert Monitoring

SECUREIT: EDR & SIEM
Additional Included Services:

- Quarterly Business Review
- Monthly Security Review
- On Demand Reporting
- Security Operations Center

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- SIEM
- Endpoint Detection and Response Tool
- Security Operations Center

Monitoring & Maintenance:

- Alert Monitoring
- SOC SIEM Monitoring
- EDR Management & Monitoring

SECUREIT: THREAT INTELLIGENCE (IDS)
Included Services:

- Quarterly Business Review
- Monthly Security Review
- On Demand Reporting
- Security Operations Center

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- Intrusion Detection System
- Security Operations Center

Monitoring & Maintenance:

- Alert Monitoring
- SOC IDS Monitoring

RESTOREIT: BACKUP

Included Services:

- Quarterly Business Review
- Monthly Backup Review
- On Demand Reporting

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- Software listed on SOP

Monitoring & Maintenance:

- Event log monitoring
- Hardware performance
- Drive space monitoring

RESTOREIT: DISASTER RECOVERY

Included Services:

- Quarterly Business Review
- Annual DR Test
- On Demand Reporting

On-Demand Services:

- Billable Remote and On-site Services

Included Software Tools:

- Software listed on SOP

Monitoring & Maintenance:

- Alert Monitoring

Performance Standards

1. **Third Party 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.
2. **Microsoft Updates.** As part of the Services, Marco will apply Microsoft patches in accordance with Marco's patching policy located at www.marconet.com/legal. Failure to comply with Microsoft Updates may result in limitations of Services.
3. **Security and privacy.** Marco will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to Marco systems and Client information.
4. **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
 - a) notifying Marco of any changes to Designated Users, Designated Equipment, and environment changes;
 - b) establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifier;
 - 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.

PERFORMANCE SPECIFICATIONS FOR RECOVER: MANAGED

BACKUP If Managed Backup is indicated on the SOP, the following terms apply. **Performance Standards**

1. **Availability.** Marco's backup software/appliance will be monitored and managed to confirm availability and completion of backup jobs.
2. **Updates.** As part of the Services, Marco will apply updates using Marco's automated patch management process for critical and security systems updates as defined by the software/hardware manufacturer.
3. **Expandability.** As a Client's data increases in size over time, it may require an increase in appliance/cloud capacity. The customer is responsible for any additional cost related to Cloud storage or larger onsite hardware storage.
 - a) Client's data size will be reviewed periodically, and Client will be advised when a threshold is exceeded, and uplift is required.
 - b) Client's invoice will be adjusted in accordance at the time of notification.
4. **Monitoring.** Marco will monitor Client's backup devices for errors and failures 24x7.
5. **Manageability.** Marco will not be responsible for purging of data or server maintenance to manage Client's data size. Any requests to purge data and/or conduct other activities to manage data size must be approved by Marco and will be provided on a billable basis.
 - a) Industry best practices dictate that all server data will be included within the backup job(s). Exclusions of data must be in writing from Client, approved by Marco, and included in Schedule E.
6. **Content.** Backups do not include local data that may reside on Client's desktop and laptop machines. These Products encompasses only currently supported operating systems.
7. **Servers.** Marco backs up the following servers only: Windows Servers, SQL servers, Exchange server, and Virtual Machines images running VMWare or Hyper V.
8. **Appliance.** Client may provide their own backup appliance unit or use Marco's provided backup appliance unit. If Marco provided, the backup appliance unit, listed on the SOP, will be utilized by Marco in the execution of this service, shall remain the property of Marco, and must be returned if requested. If the backup appliance unit is stolen, damaged or destroyed, Client must pay the replacement cost of the unit. If Client provides their own backup appliance unit, Marco will only be responsible for the management of the appliance.
9. **Client Data.** The backup data being stored on the backup appliance as well as on any physical or cloud infrastructure remains the sole property of Client.
 - a) Client agrees to cease the use of any technology that remains the property of Marco upon termination of this UnifyIT Agreement.
10. **WAN Connection.** Client will be responsible for securing and maintaining proper bandwidth to support transfer of data offsite. Minimum bandwidth requirement is 5 Mbps upload speed per 500GB of data sent off-site.
 - a) As data size grows, bandwidth may require increased speed to accommodate the upload of changes and/or download of recovered files. Client is responsible for securing appropriate connections from Client's Internet Service Provider to meet the bandwidth requirement for the solution.

11. **Access.** Client will provide Marco and the third-party solution provider with access to any and all systems and resources, including access credentials and passwords, necessary to perform its obligations for the backup Solution.
12. **Review.** Marco will perform an inspection on a quarterly basis of Client's backup environment.
13. **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
 - a) Client's IT contact is responsible to work with Marco's Project Coordinator and to supply information as required to ensure successful implementation, including admin rights and passwords.
 - b) Client's responsibility to work with Marco to address any problem areas in the network environment to ensure backup viability. This includes Marco's recommendations related to single point of failure issues.
 - c) Client is responsible for providing Marco full remote access and privileges as required to maintain online backup support both during and after Client's office hours. Any access restrictions or limitations may result in delay of service.
 - d) In the event that Client requires additions to or modifications of existing equipment or an existing network, either local area or wide area, or internet provider coverage, Marco reserves the right to:
 - i. Inspect said equipment or network and/or test bandwidth.
 - ii. If Marco determines that said equipment or network does not meet minimum standards of performance or practices for Managed Backup, Marco shall inform Client of identified equipment network deficiencies.
 - iii. Marco shall then make recommendations in writing necessary to bring said equipment or network up to minimum standards of performance or practices.
 - iv. In any event, Marco shall not be held responsible or liable for guarantees of prices, performance, or time frames resulting from such existing network or equipment deficiencies.
 - e) Client will need to designate a single point of contact to interface with Marco. This network administrator will have the authority to authorize purchases and generally dictate network policy to Marco. This includes triage of calls, assignment of work orders to internal personnel or Marco, and documentation of the completion of all work orders.
 - f) Backup strategy is very much a partnership arrangement. Success will be determined by active participation on the Client's part. It is Marco's expectation that the Client will participate in the management process as well as provide the necessary feedback for proper network maintenance.
 - g) Marco at its sole discretion may install software and/or hardware to assist in the process of managing and maintaining the Client's backup offering. Client agrees to abide by the licenses of the respective software publishers and hardware manufacturers. Copies of the respective licenses are available upon request.
 - h) Upon termination of this agreement, Client agrees to remove and return all property of Marco promptly. Client will not hold any equipment belonging to Marco for claims of off-set or reduction for any purpose whatsoever. Client agrees to uninstall all software associated with Marco's managed services. If Client fails to return any software and/or hardware, Marco is entitled to collect Marco published list price of product in damages.
 - i) Client is entitled to use any equipment supplied by Marco only in connection with Client's permitted use of the services.
 - j) Client shall use best efforts to protect and keep confidential all intellectual property provided by Marco to Client through any equipment and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the services. Client shall not resell, transfer, export or re-export any Equipment, or any technical data derived there from, in violation of any applicable United States or foreign law.

SCHEDULE E – SERVICE LIMITATIONS AND REMEDIATION PLAN

(To Be Delivered)

Version: October 18, 2021