

MARCO'S CISCO PRODUCT AND PRODUCT RELATED SERVICES ORDER AGREEMENT

This Cisco Product and Product Related Services Order Agreement (“Cisco Product Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the Cisco products and services (“Cisco Subscription”) that Client will purchase through Marco and any related support services (“Services”) that Marco will provide (collectively, “Products”). Client’s purchase of the Products is subject to the Marco Relationship Agreement (“Agreement”) and the Cisco Subscription Terms (defined below). By its signature, electronic or otherwise, to any Schedule of Products (“SOP”) for such Products, Client accepts and agrees that it is bound by the Agreement, this Cisco Product Agreement and Subscription Terms.

Cisco Subscriptions

All Cisco Subscriptions are subject to and governed by the Cisco terms and conditions (United States: English), located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html (“Subscription Terms”). Before Marco can accept a purchase order from Client, or submit a purchase order to Cisco on Client’s behalf, Client must also complete and submit the Cisco End User Information Form (“EUIF”) and then-current End User EA Program Terms located on Cisco’s SalesConnect website, <https://salesconnect.cisco.com/open.html?c=3e63bd9a-a894-4886-8342-ed1b626edf13>, which Client may not modify. The EUIF and End User EA Program Terms must be signed by an authorized representative of Client and submitted to the Enterprise Agreement Management Platform or other ordering tool as required by Cisco. By its electronic signature to any SOP for such Products, Client accepts and agrees that it is bound by those Subscriptions Terms.

Client is purchasing the Cisco Subscription(s) for the full term stated in the Schedule of Products. To the extent permitted by law, orders for the Cisco Subscriptions are non-cancellable. Fees for Clients use of Cisco Subscriptions are set out in the SOP. Marco may invoice Client, and Client agrees to pay for, any use of Cisco Subscriptions beyond entitlement.

The Cisco Subscription may be purchased as a monthly-paid subscription (“Monthly Subscription”), an annual subscription (“Annual Subscription”), or as a pre-paid term subscription (“Pre-Paid Term Subscription”). Vendor charges for the Cisco Subscription are subject to change. Marco reserves the right to adjust the charges to reflect such changes.

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

Monthly Subscriptions and Annual Subscriptions

Monthly Subscriptions are billed monthly. Client will be billed for additional users of the Cisco Subscription based on actual usage for the preceding month.

Annual Subscriptions are billed annually. Client will be billed a prorated amount as users of the Cisco Subscription are added during the term.

Monthly Subscriptions and Annual Subscriptions will automatically renew for successive twelve (12) month periods, at then applicable rates, which are subject to change at Marco's discretion, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term or renewal term.

Pre-Paid Term Subscription

Pre-Paid Term Subscriptions are billed in full upon ordering.

Client will be billed a prorated amount as users of the Cisco Subscription are added during the term.

Pre-Paid Term Subscriptions do not automatically renew and require a new order.

Client Content. Client acknowledges that Marco exercises no control whatsoever over the content of the information passing through Client's equipment, network, and sites and that it is the sole responsibility of Client to ensure that the information it and its Representatives or any third party transmit(s) and receive(s), is for legitimate business purposes and complies with all applicable laws and regulations. Client represents and warrants (i) that it fully complies with the General Data Protection Regulation ("GDPR"); (ii) that it does not provide any personal data of European ("EU") residents to Marco; and (iii) that, if it does provide any personal data of an EU resident to Marco, Client has obtained the personal data from the data subject for a lawful purpose and in accordance with the requirements of the GDPR. To the extent any personal data of any EU resident is provided to Marco, Client shall identify such data for Marco and understands that such personal data will be stored and processed on servers based in the United States.

Client consents to Marco and Cisco using and processing Customer Data for the purpose and to the extent required to provide Cisco Subscriptions and any Support Services as described below. In the case of Marco, Client consents to sharing such data with Cisco. Further, Client represents that it has obtained fully informed and clear consent from its end users for such use, processing, and sharing. A description of how Cisco uses and processes Customer Data is located in the Subscription Terms (link provided above). "Customer Data" means all information and data that the End User or anyone acting on Marco's behalf provides or transfers to Cisco in connection with the use of the Cisco Subscription(s).

Support Services

Client is fully responsible for its users' compliance with the terms of this Cisco Product Agreement and the Subscription Terms, any breach of which by any user(s) shall be deemed to be a breach by Client.

Client may purchase support services from Marco for its Cisco Licensing at Marco's prevailing rates. Such support services may include technical, user and system administration training, and maintenance and support services ("Support Services"). Marco's provision of Services in any SOP for Products and any Support Services are subject to and governed by the parties' Relationship Agreement.

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