MARCO CLOUD SURVEILLANCE PRODUCT AGREEMENT

This Cloud Surveillance Product Agreement ("CS 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") and software and Cloud Platform Services Subscription ("Software" or "Subscription(s)"), and goods and equipment ("Equipment") (collectively, "Products") that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement ("Agreement") between Marco and Client. This CS Agreement is governed by and subject to the Agreement. Capitalized terms in the Agreement have the same meaning in this CS Agreement unless otherwise expressly stated. If Client does not accept and comply with this CS Agreement and the Relationship 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, the Services, Software, Subscription, and Equipment as listed in Marco's Schedule of Products ("SOP") and 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 the SOP for the Products 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, software, and subscriptions Marco is providing under this CS Agreement. Products under this CS Agreement do not include software, equipment or other goods replacement costs and related services unless expressly indicated. Licensors' charges for Licenses and Subscriptions are subject to change. Marco reserves the right to adjust Client's Price to reflect such changes.

2. **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 CS Agreement ("Designated Site").

3. **Designated Equipment.** Marco will provide Client with a list of all Equipment and Client Equipment approved by Marco which Marco has connected to the Cloud Platform Service ("Designated Equipment," or "Asset Summary"). Client shall promptly review the Asset Summary and report any missing equipment 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.

4. **Information and Access** Client shall provide Marco with information it needs to carry out this CS Agreement including Client Information and Access (defined below). Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products if Client fails to comply with its obligations under this paragraph and understands that the Prices may be increased if additional Client Equipment, software, or operating systems are disclosed following Marco's Price quotation to Client. Client agrees that Marco shall have no liability to Client or any third party arising out of such delay. Client shall promptly report to Marco any changes to the Asset Summary or Client Information and Access.

5. **Minimum Equipment and Software Specifications.** Marco's obligations under this CS Agreement are limited to:

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a) The Equipment listed in the SOP and Client Equipment approved by Marco that is Designated Equipment and included in the Asset Summary, and that 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) Permitted Users existing on the Client's domain; and

d) Equipment and Client Equipment Approved by Marco, operating systems and other software having the current capability to be supported 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."

6. **Term, Termination, and Renewals.**

a) Unless terminated earlier as provided in the Agreement or in Section 6. d. below, this CS 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 ("CS Agreement Term"). Subscriptions purchased under this CS Agreement shall automatically renew for successive twelve (12) month periods (each a "CS 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 CS Agreement Term or CS Agreement Renewal Term.

b) Unless terminated earlier as provided in the Agreement or this CS Agreement under Section 4. 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 for Subscriptions hereunder 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 CS Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this CS Agreement; provided that Marco shall not accept any new SOP for CS from Client after a notice of termination of this CS 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 the Services in any SOP after providing thirty (30) days' written notice to Marco. Subscription Fees for the Cloud Platform Service are not refundable. 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"), the fixed fee stated in any SOP as well as 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. **Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this CS 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 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 CS Agreement3333.

2. **Client Information and Access**. To facilitate 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, and process as applicable:
   a) Client's equipment which Marco deems necessary to perform the Services hereunder ("Designated Equipment");
   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 CS Agreement including but not limited to: administrative rights, passwords, security clearance, and Network Credentials (defined below); and
   d) Client's additional information, which Marco may reasonably request, including but not limited to: information about facilities, computers, network environment, servers, drives, switches, routers, hard drives, licenses (and their renewal), backup and protocol (including for emergencies, goods, equipment, etc. (collectively, "Client Information and Access").

3. **Remediation and Service Limitations**. Marco may designate certain limitations or exclusions from the Products ("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 SOP Effective Date problems exist with Client's environment; or (ii) at any time during the CS 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 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 CS 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.

4. **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 Software.

5. **Go Live**. Marco will notify Client when all components of on boarding are completed and the first issuance of necessary logins and passwords to the initial Permitted Users (defined in Schedule D) is provided ("Go Live Date").

6. **Cutover to Marco.** To the extent the Services, Equipment, Software, or Subscription will be replacing existing services, equipment and software (including those of another provider), Marco will assist Client with the transition to the Services, Equipment and Software ("Cutover"). Client acknowledges and agrees that factors relating to Client's existing services, equipment, and software or provider thereof, which are not in the control of Marco, may limit the effectiveness of the Cutover. Client agrees that Marco shall have no liability to Client or any third party arising out of such factors, including any delay in the Go Live Date. At the time of Cutover, Client will have limited or no access to its data and existing services, equipment, and software that are being transitioned to the Cloud Platform Services.

7. **Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this CS 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 CS Agreement; b) the necessity of an amendment to this CS Agreement, a separate agreement, Remediation Plan, Service Limitations, or Client's request for enhanced, additional or different services, equipment, software or other things; c) 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.

8. **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 CS 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.

CLIENT RESPONSIBILITIES FOR IMPLEMENTATION

The implementation will require assistance from Client needed as described in the Schedules hereto and to complete the Asset Summary. Such assistance includes the items listed below. All information requested and communication should be routed to the Marco Project Manager assigned. Once the Agreement, this CS Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the Managed IT Services implementation.

1. **Network Credentials**

    Client will provide documentation of network credentials Marco's Project Manager prior to the start of the Implementation. Network credentials include the following:

    - POE Network Jacks with Internet Access
    - Outgoing Port 443

SERVICES AND EQUIPMENT EXCLUSIONS

Services required for the implementation beyond those described in this CS Agreement, including any on-site work, Marco

Support Desk assistance, or other work is billed at Marco's prevailing rates unless the Parties have entered into a separate agreement for such work or assistance.

version: July 13, 2021

SCHEDULE A - SCHEDULE OF PRODUCTS

(To Be Delivered)

SCHEDULE B – INTENTIONALLY BLANK

SCHEDULE C - INTENTIONALLY BLANK

SCHEDULE D - PERFORMANCE SPECIFICATIONS

PERFORMANCE SPECIFICATIONS FOR CS

Marco's PSaaS Agreement consists of the Equipment and Installation Services, Subscription for Access Right to the Cloud Platform Services and Support Services described below.

1. **Equipment and Installation Services.** Client shall purchase the Equipment stated in the SOP. The Equipment identified in the SOP will be installed at the Designated Sites. Installation is subject to the following conditions.

(i) Client shall provide Marco and its Representatives (as applicable) with access to the location on the premises where the installation will occur on the Designated Site(s) without interruption during our installer's normal working hours.

(ii) Client shall provide an installation location that is suitable for the Equipment being installed including any drilling into various parts of the location.

(iii) Client shall provide appropriately sized electrical outlets for power equipment in locations designated by our installer.

(iv) Client shall lift and replace carpeting or other flooring and moulding, as reasonably requested for the installation. There may be areas where our installer determines that it is impractical to conceal Equipment wiring. In such areas, wiring will be exposed.

(v) Client shall provide for safe ingress, egress, and installation areas in accordance with federal, state and local safety laws and regulations. Such areas shall be free of asbestos, lead, mold, PCBs or other hazardous materials ("Hazardous Materials"). If Hazardous Materials are encountered during installation, installation work will cease until Client, at its sole cost and expense, obtains clearance satisfactory to Marco from a licensed hazardous material contractor that continuation of the work will not pose any danger to Marco personnel or Representatives, as applicable. In no event shall Marco be liable for the discovery or removal of Hazardous Materials.

(vi) Client shall inspect and notify Marco in writing of any specification that Marco has not met. The installation shall be deemed accepted following if the notice is not provided within three (3) days following the installation.

(vii) Client shall be responsible for securing the Designated Site(s) and immediate premises during the period of installation and for restoring the premises to the security conditions in which it existed prior to the installation, or as otherwise directed by the Client or its representative

(viii) Client is responsible for the maintenance and upgrade of all Equipment, including any approved Client Equipment, and understands that its failure to do so may hinder the proper behavior of the Cloud Platform Service.

2. **Subscription for Access Right to the Cloud Platform Service**

2.1   Definitions

"Access Right" means a right granted to Client, as a licensee of the Cloud Platform Solution, to access and use the Cloud Platform Service during the Term and any Renewal Term of the SOP and this CS Agreement.

"Captured Data" means all data (including biometric data), still or video images or recordings, audio recordings and all other information captured by or input into the Cloud Platform Service.

"Cloud Platform Service" means the YourSix Inc. cloud based platform that allows management of various monitoring services over the Internet.

"Confidential Information" Marco's and its Licensor's Confidential Information under the Agreement includes, but is not limited to, the Cloud Platform Service including but not limited to, all screen displays and Documentation.

"Documentation" means documentation, operating instructions, user manuals, and other materials furnished to Client by or on behalf of Marco in printed or electronic format that are pertinent to the use of a Cloud Platform Service.

"Law(s)" means all international, federal, state, county and municipal laws, ordinances, regulations and orders applicable to either party's performance under this CS Agreement, as they exist now and as they may be amended from time to time.

"Licensor" means YourSix Inc.

"Permitted Users" means Client personnel (including but not limited to temporary employees and contract employees) authorized by Client to access and use the Cloud Platform Services on Client's behalf. "Permitted Users" do not include any third-party outsourcing providers, facilities managers, consultants, contractors, suppliers or vendors unless Marco has otherwise given Client written authorization for such persons to be granted an Access Right. An Access Right to the Cloud Platform Service by third-party Permitted Users under this Agreement is strictly limited to use for Client's benefit in connection with the Permitted Users' performance of services for Client and as may be governed by this Agreement.

"Personal Data" means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

"Services" under the Agreement includes the Cloud Platform Services.

"Subscription Fee(s)" means the subscription fees for the Access Right to the Cloud Platform Services.

2.2   **License Grant.** Subject to the conditions under this CS Agreement and the Agreement, Marco grants to Client a limited, non-exclusive, non-transferable, non-sublicensable Access Right to the Cloud Platform Service during the Terms and any Renewal Terms of this CS Agreement and of the SOP, commencing on the Go Live Date.

2.3   **Captured Data Availability.** On the Go Live Date, Marco will provide the Cloud Platform Service. Client is responsible for the provision of internet services. Captured Data shall be available to Client for the within the Cloud Platform for the extent of the licensed storage length as selected by Client and stated in the SOP.

2.4   **Restrictions on Use.** Except as set forth herein: (i) Client may not sell, assign, lease, sublicense, or otherwise transfer or make available for use by third parties, in whole or in part, the Cloud Platform Service and Access Right without Marco's prior written consent; (ii) Client shall not (a) modify, translate, or create derivative works of the Cloud Platform Service, including any Captured Data, or any portion or component thereof, (b) disclose, copy, frame or mirror any part or content of the Cloud Platform Service, (c) reverse engineer, enhance, analyze, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of any part of the Cloud Platform Service, (d) access the Cloud Platform Service for the purpose of building a competitive product or service, or copy any features, functions or graphics of the Cloud

Platform Service; (e) use to store or transmit infringing, obscene, pornographic, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party rights, (f) rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to any part of the Cloud Platform Service, (g) use the Cloud Platform Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; (h) remove or otherwise alter any proprietary notices or labels from the Cloud Platform Service or any portion thereof, (i) use or permit the Cloud Platform Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (j) interfere with or disrupt the integrity or performance of the Cloud Platform Service or third-party data contained therein, (k) attempt to gain unauthorized access to the Cloud Platform Service or its related systems or networks, or (l) access or use the Cloud Platform Service other than as expressly provided herein and in the Documentation.

2.5   **Passwords and Logins.** Client shall hold the Cloud Platform Service and Access Right as well as all logins and passwords, in confidence, to protect the confidential nature thereof, and shall not disclose any confidential information or trade secrets contained, embodied or utilized therein, to anyone other than a Permitted User having a need for such disclosure for the sole purpose of using the Access Right to the Cloud Platform Service as authorized herein. Client shall notify Marco immediately in the event it becomes aware of any unauthorized access to such information.

2.6   **Permitted Users.** Client shall: (i) be responsible for Permitted Users' compliance with the Agreement and this CS Agreement, including all confidentiality, data privacy and usage restrictions herein, (ii) immediately terminate a Permitted User's access to the Cloud Platform Service if the Permitted User ceases to be authorized to access the Platform; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Platform Service, and shall notify Marco immediately of any such unauthorized access or use, (iv) provide true, accurate, current and complete information on Client and all Permitted Users needed to provide the Cloud Platform Service, and maintain and promptly update such information to keep it true, accurate, current and complete at all times, (v) not share logins or passwords to the Cloud Platform Service, and (vi) use the Cloud Platform Service and all Captured Data only in accordance with Law. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Permitted Users' status, and use of the Products at such times as Marco reasonably requests. Client shall cooperate in and provide Marco all Client Information and Access Marco deems reasonably necessary to carry out such audit. If Client exceeds its allotted Permitted Users the Price will be increased accordingly.

2.7   **Transmission Notice**. Client and Marco specifically understand and agree that (i) the Cloud Platform Service may serve as a conduit for information provided by third parties and that Marco and the Licensor may rely on such information, (ii) the Cloud Platform Service communicates with the monitoring facility over internet (iii) these transmission systems are beyond the control of Marco and are maintained and serviced solely by the applicable network or telecommunications provider, (iv) the transmission systems may not always be reliable, (v) any changes made to these transmission systems may disrupt communication from the Cloud Platform Service, which, without notice from the Client, Marco will have no way to know of such problem (vi) the Cloud Platform Service may be provided, in whole or in part, from any country in the world. CLIENT UNDERSTANDS THAT SIGNALS TO AND FROM THE CLOUD PLATFORM SERVICE WILL NOT BE RECEIVED IF CLIENT'S TRANSMISSION SYSTEM IS NOT SET UP, NOT WORKING PROPERLY, LOSSES POWER OR CONNECTIVITY OR IF CHANGES IN THE TRANSMISSION SYSTEM PREVENT COMMUNICATION WITH THE CLOUD PLATFORM SERVICE. CLIENT IS RESPONSIBLE FOR TESTING THE CLOUD PLATFORM SERVICE ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO THE TRANSMISSION SYSTEM. Client will immediately notify Marco of any problems with the Cloud Platform Service or loss of connectivity. Marco assumes no responsibility or liability for the accuracy, completeness, propriety, or legality of information which may be provided, directly or indirectly, by or on behalf of Client, a Permitted User or any third party, or of the Services to which such information may relate.

2.8   **Ownership.** Marco's Licensors retain allownership of, and all intellectual property rights in, the Cloud Platform Service, including but not limited to all patents, provisional patents and applications, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Client shall acquire no rights therein other than those limited Access Right specifically conferred herein.

Client acknowledges and agrees that Cloud Platform Service may utilize proprietary third-party software and/or software that is subject to open-source licenses ("Third Party Software") which may be subject to terms and conditions which are in addition to or different from those contained in this Agreement. By accepting this CS Agreement, Client is also accepting any terms and conditions regarding Third Party Software, if any. Client acknowledges and agrees that Marco, its Representatives, and the Licensor have no duty to support any Third-Party Software under this Agreement. In the event Third Party Software includes any open-source software, including code licensed under the GPL or LGPL.

Cloud Platform Service contains AVC/H.264 functionality. MPEG LA, L.L.C requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE HTTP://WWW.MPEGLA.COM.

Cloud Platform Service includes MPEG-4 Visual Internet Decoder. MPEG LA, L.L.C. requires this notice: USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.10 (18)

Cloud Platform Service includes MPEG-4 Visual Internet Encoder. MPEG LA, L.L.C requires this notice: USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION ENCODED BY A CONSUMER FOR PERSONAL AND NON-COMMERCIAL USE WITHOUT REMUNERATION; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG-LA, L.L.C.

To the extent the Software and Cloud Platform Service entail proprietary third-party software and/or software that are subject to open-source licenses which may be subject to notices and/or additional terms and conditions, for example end user license agreements, Client accepts to be bound by any such additional terms and conditions.

2.9   **Feedback License.** Marco and its Licensors shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Cloud Platform Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Permitted Users, relating to the operation of the Cloud Platform Service("Feedback"), provided such Feedback does not incorporate any Client Confidential Information under the Agreement.

3.0   Cloud Platform Service Support Services.

3.1   Marco shall provide the following remote support services to Client as part of this CS Agreement.

- User changes, account changes, programming changes, reconnecting cameras.
- Create primary users.
- Manage users and configure primary user.

- Select a site; add a device; configure an action rule; manage a site; add a site.
- Change a site; create a guest; view and edit guest permissions; share a device with a guest.
- Assistance in obtaining repair or replacement of Equipment that is new and purchased by Client hereunder to the extent of the Equipment manufacturer's warranty, if any. Warranty assistance is not provided for any other equipment used hereunder. Returns are subject to Marco's Return Policy located at https://www.marconet.com/legal.

All on-site support is billable at Marco's prevailing rates on a time and material basis. All support services are deemed accepted when rendered.

4.   Security Controls. Client authorizes Marco, its Representatives, and Licensor to Process (defined below) Personal Data for the purpose of providing the Cloud Platform Service and other Services hereunder. Marco shall employ reasonable physical, technical, and administrative controls in accordance with industry standards when Processing Personal Data. Client represents and warrants that it and all of its Permitted Users have, and shall maintain, all licenses, authorizations and accreditations required by Law, and (iii) Client has and will maintain all consents, rights, authorizations, disclosures and approvals necessary to permit Marco, its Representatives, and Licensor to process Personal Data. "Process(ing)" means any operation or set of operations which is performed on Client Confidential Information or the Captured Data whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction which may be provided in whole or in part from any country in the world.

5.0   Cloud Platform Service and Support Service Warranty, Indemnification Disclaimers, and Audit

5.1   MARCO AND THE LICENSOR DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND THEY DISCLAIM ANY AND ALL SUCH WARRANTIES FOR THE CLOUD PLATFORM SERVICE. Marco and Licensor do not warrant that the Cloud Platform Service: (i) will operate uninterrupted or error free, (ii) will meet the Client's requirements, (iii) will operate in combination with hardware, software, or materials not provided or expressly approved by Licensor, (iv) is capable or effective to prevent any loss, damage or injury (including bodily injury or death) due to theft, duress or other criminal or wrongful acts, fire, medical emergency, emergency response or emergency response providers, or otherwise.

MARCO MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF MARCO'S RESPONSE, AND MARCO HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE CLOUD PLATFORM SERVICE BEING USED. CLIENT FURTHER UNDERTANDS THAT MARCO MAY IMPROPERLY PERFORM THE SERVICES, OR THAT THE CLOUD PLATFORM SERVICE MAY FAIL TO FUNCTION PROPERLY.

The Cloud Platform Service may be unavailable during times of scheduled and unscheduled maintenance. Commercially reasonable efforts will be employed to limit any disruption to the Cloud Platform Service for such maintenance.

Marco and Lincensor shall have no liability for indemnification of any Claim based on (i) the use or combination of the Cloud Platform Solution with software, hardware or other materials not provided or expressly approved by Licensor; (ii) alteration or modification of the Cloud Platform Service in any manner by anyone without Licensor's prior written authorization; (iii) any negligent act or omission, or willful misconduct, of Client or any Permitted

User, (iv) use of the Cloud Platform Service not in accordance with the Documentation or in violation of Law; or (v) use of the Cloud Platform Service which breaches the Agreement or this CS Agreement.

Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Permitted 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 Marco finds that the user type has not been accurately designated or has changed, the Price will be increased accordingly.

6.   **Logging and Platform Changes**. Client acknowledges and agrees that Marco and Licensor in the course of providing Services to Client within the scope of this Agreement, will log, collect, process and use anonymized information and data from Client and its Permitted Users' use of the Cloud Platform Service. Such collection and processing will take place automatically, without any notice to Client or Permitted Users, and Marco and its Licensors will be free to use the information in their businesses for the purpose of, such as keeping statistics relating to the use of the Cloud Platform Service and for the further provision and development of the Cloud Platform Service. Client shall not, without the prior written approval from Marco and its Licensor(s), make any changes to the Cloud Platform Service. Marco and its Licensors may, without prior notification to Client, make changes to Cloud Platform Service or the method of providing it. Notwithstanding the foregoing, if any such change would substantially impair the functionality of the Cloud Platform Service, Marco shall notify Client two (2) months prior to the implementation of the change and allow Client to terminate this CS Agreement with one (1) months prior written notice. Should Client not exercise its right to termination in accordance herewith prior to the implementation of the change, Client shall be deemed to have accepted the change as of its implementation.

7.   **Client's Duties.**

Client will, at Client's expense:

(a)   Cooperate with, and obtain Permitted Users' cooperation with, Marco in connection with Marco's performance of Services;

(b)   Obtain reasonable remote and on-site access for Marco to Client's and its Permitted Users' systems for the purpose of performing Services;

(c)   Provide all necessary information concerning Client's and its Permitted Users' operations, answer questions, make decisions, and give approvals, all as necessary for Marco to perform the Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness, and consistency of information supplied by Client or any Permitted User;

(d)   Participate in, and ensure that applicable Permitted Users participate in, preparation and execution of acceptance testing;

(e)   Ensure that Marco has resources from and access to Clients' and its Permitted Users' vendors and business partners from whom Marco needs data, software, application interfaces, log ins and other information in order to perform its Services; and

(f)   Ensure that Marco has access to Clients' and its Permitted Users', and its and their respective vendors and business partners' working test environments in order to meet specifications.

(g)   Client is solely responsible for maintaining and ensuring backup copies of all Captured Data, Permitted User data, Confidential Information and other data at all times including, but not limited to, the maintenance and integrity of such items as 'saves', 'shares', 'back ups', 'disclosures', 'deletions' or 'alterations'. Marco will not be liable for any alterations or loss of data as a result of Customer's failure to take the recommended precautions. The Cloud Platform Services and other Services hereunder do NOT include such backup and maintenance.

(h)   Client is responsible for all Permitted User subscription configuration, such as account creation, managing zones and sites, and termination of accounts and access rights.

(j)   Client shall ensure that (a) Client's software and Client's Data is free from viruses, Trojans, worms or other malicious software or code; (b) Client's Data is in the format instructed by Marco (if any specific format has been instructed by Marco); and (c) Client's Data otherwise cannot and does not damage or interfere with the Cloud Platform Service.

(k)   Client agrees that it is responsible to Marco and the Licensor for Client's and all Permitted Users' actions and failures that result in a breach of this CS Agreement.

(l)   Client is solely responsible for installing, operating and using the Cloud Platform Service in compliance with Law, including complying with any Laws governing recording or privacy, and for making all disclosures, posting all notices and obtaining all consents required by Law for the operation and use of the Cloud Platform Service.

8.   Third-Party Services. Marco reserves the right to retain the services of third-party subcontractors and service providers to assist it in its discharge of obligations under the Agreement, including Licensor.

9.   Data and Service Migration. Any data extraction and/or data, application, or service migration from the Cloud Platform Service shall be the Client's responsibility.

10.   Services and Equipment Exclusions. Any new/different equipment, software, etc. added to Client's system will NOT be covered under this CS 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.