

MARCO'S MICROSOFT SUBSCRIPTION ORDER AND SUPPORT SERVICES AGREEMENT

This Microsoft Subscription Order and Support Services Agreement is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the Microsoft 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 Microsoft 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 Microsoft Subscription Order and Support Services Agreement and Subscription Terms. In the event of a conflict between the terms herein, the Agreement, and the Microsoft Subscription Terms, the Microsoft Subscription Terms shall control.

Microsoft Cloud Agreement

All Microsoft subscriptions are subject to and governed by the Microsoft Cloud Agreement (United State: English) located at: <https://www.microsoft.com/licensing/docs/customeragreement> (“Subscription Terms”). By its electronic signature to any SOP for such Products, Client accepts and agrees that it is bound by those Subscription Terms.

If the Client has existing Microsoft licenses direct with Microsoft, the Client is obligated to cancel those subscriptions by calling 1-800-865-9408 to avoid double billing. If the Client has existing licensing from another CSP Partner, the Client is obligated to cancel those subscriptions with that partner to avoid double billing.

Microsoft may reject any purchase order for a software order, in whole or part.

Term, Termination and Renewal

Effective immediately, for any Microsoft New Commerce Experience, Client can cancel subscription and receive a prorated refund if canceled within first 72 hours after the date of the initial order or date of the renewal (“Cancellation Period”). After the Cancellation Period, no cancellation will be available and Client will be billed for the remainder term.

Consumption Subscription

Unless terminated earlier as provided in the Agreement or below, Client is purchasing any Consumption Subscription for the term stated in each SOP for Products purchased. An example of a Consumption Subscription is Azure. Client’s Consumption Subscription is billed monthly based on actual usage of resources in the preceding month. A Consumption Subscription does not expire unless it is cancelled. The Consumption Subscription may be cancelled at any time by providing Marco a thirty (30) day written notice. Client is responsible for all usage before actual cancellation of the Consumption Subscription with Microsoft.

Client understands and agrees that the price listed on Marco’s SOP for Consumption Subscriptions are an ESTIMATE ONLY. Actual fees will vary with actual usage. For example, configuration changes will likely result in additional cost. Microsoft’s charges for such products are subject to change at any time. Marco reserves the right to adjust Client’s price to reflect such changes.

OLS Subscription

Unless terminated earlier as provided in the Agreement or below, Client is purchasing any OLS Subscription for the term stated in each SOP for Products purchased. Examples of OLS Subscriptions are Office 365, Microsoft 365, Dynamics 365, Power BI, Visio, Windows, Enterprise Security and Mobility, Microsoft Server(s) and Skype for

Business. Client's OLS Subscription is for a fixed term and may be purchased (i) monthly based on licensure allocated in the preceding month or (ii) prepaid. If purchased monthly, the first billing period will be for an entire month of usage. A credit for unused time in the first month will appear on the second month's invoice. Microsoft's charges for such products are subject to change at any time. Marco reserves the right to adjust Client's price to reflect such changes.

OLS 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.

Client may choose to cancel its OLS Subscription at any time after providing thirty (30) days' written notice to Marco. In the event Client terminates an OLS Subscription prior the end of the then current term, Client shall pay Marco the following amounts. If the Subscription is monthly, Client shall pay Marco an amount equal to the monthly recurring charge, multiplied by the number of months remaining in the Subscription term or renewal term ("Termination Fee"). If the Subscription is prepaid, Client shall not receive a refund of any prepaid amount. In either case, Client shall be responsible for 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.

Client Data and Privacy Obligations

As and to the extent required by any Law, Client shall (i) notify the individual users of the Microsoft products that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by applicable Law as determined by Company; and (ii) obtain individual users' consent to the same.

"Law" means any and all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or reenacted.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as 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.

Cloud Based Calling

911 emergency calling operates differently with cloud-based calling services ("Online Calling"), such as Teams Calling or Skype for Business Online Public Switched Telephone Network Calling, than on traditional telephone services. Client shall notify each user of the Online Calling services of these differences.

The differences include the following: (i) Online Calling may not know the actual location of a 911 caller, which could result in a 911 call being routed to the wrong 911 call center and/or emergency services being dispatched to the wrong location; (ii) when an Online Calling user dials a 911 call, the user may be asked by an operator to provide his or her current location to assist in properly routing the 911 call and dispatching emergency services; (iii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make a 911 call through Online Calling services; and (iv) although Online Calling services can be used anywhere in the world where an Internet connection is available, users should not call 911 from a location outside the U.S. because the call likely will not be routed to the appropriate call center in that country.

Support Services

Client may purchase support services for any Microsoft subscription at Marco's prevailing rates. Such support services may include service and software updates, software configuration, performance and service availability assistance, if within Marco's span of control, and connectivity and desktop services ("Support Services"). Marco's provision of services in any SOP for applicable Products and any Support Services are subject to and governed by the parties' Relationship Agreement.

Effective: February 11, 2022