

MARCO'S CLOUD VOICE AGREEMENT

This Cloud Voice Agreement is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any order ("Client") for the applicable Voice as a Service ("VaaS"), Unified Communications as a Service Enterprise ("UCaaS Enterprise"), and Session Initiation Protocol ("SIP") Trunking ("STaaS") services (collectively, "Services" or "Cloud Voice Services") and related equipment and other goods ("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 Cloud Voice Agreement is governed by and subject to the Agreement. Defined terms in this Cloud Voice Agreement shall have the same meaning in the Agreement unless otherwise expressly stated. If Client does not accept and comply with this Cloud Voice 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, those 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 to Client at 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 and Client is purchasing under this Cloud Voice Agreement. Services under this Cloud Voice Agreement do not include equipment or other goods replacement costs and related services unless expressly indicated.
2. **Designated Site.** Client designated sites where, as applicable, Services will be provided and Equipment will be installed are listed on the SOP.
3. **Designated Users.** Support Desk Services are included as part of the Services as described herein. Client shall designate up to two (2) authorized users of Support Desk Services (defined below) ("Designated Users"). Client shall allow only its Designated Users to access the Support Desk Services. Client shall notify Marco of any changes to the Designated Users. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users' status and use of Support Desk Services 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.
4. **Designated Equipment.** Marco will provide Client with a list of equipment or software to be used or migrated, as applicable, for the Services ("Designated Equipment," or "Asset Summary"). Client shall promptly review the Asset Summary and report any missing equipment, software 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.
5. **Minimum Equipment and Software Specifications.** Marco's obligations under this Cloud Voice Agreement are limited to:
 - a) equipment which is professional grade, uses a business class operating system, meets manufacturer current specifications and is supported under a current manufacturer's warranty;

- b) operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and
- c) equipment, operating systems and other software having the current capability to be supported by Marco remotely.

The above items are referred to herein collectively a "Minimum Specifications". If Minimum Specifications are not met, 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 the failure to meet Minimum Specifications.

6. Term, Termination, and Renewals.

- a) Unless terminated earlier as provided in the Agreement or in Section 6. e. below, this Cloud Voice 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 ("Cloud Voice Agreement Term"). This Cloud Voice Agreement shall automatically renew for successive twelve (12) month periods (each a "Cloud Voice 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 Term or Renewal Term.
- b) Unless terminated earlier as provided in the Agreement or this Cloud Voice Agreement under Section 6. e. below, each SOP shall be in effect as of the Go Live Date(s) ("SOP Effective Date") defined below 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 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 SOP term or renewal term.
- c) For the avoidance of doubt, the terms and conditions of this Cloud Voice Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this Cloud Voice Agreement; provided that Marco shall not accept any new SOP for Products under this Cloud Voice Agreement from Client after a notice of termination of this Cloud Voice Agreement has been given by either party, or while any uncured breach by Client exists.
- d) Except as provided in 6. c., above, Products may be added to any SOP co-terminus to the original SOP term. Financed Products may be added co-terminus on a pro-rated pricing schedule. Cloud Voice Services may be reduced up to fifty percent (50%) of the original contracted monthly service rate from the SOP without incurring the Termination Fee (defined below).
- e) Client is purchasing the Products for the complete contract term designated on the SOP. Client may terminate any SOP after providing thirty (30) days' written notice to Marco.
In the event it does so, Client will pay Marco an amount equal to the Monthly Recurring Charge, including that for financed Products, 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.
- f) Upon the termination of Cloud Voice Services, Marco will use commercially reasonable efforts to release Client's telephone number(s) to Client's new service provider if:
 - i. Such new service provider is able to accept such number; and
 - ii. Client has complied with its obligations under this Section 7 including payment for all charges and any applicable Termination Fee; and
 - iii. Client's account is completely current; and
 - iv. Client requests the transfer in writing upon notice that it intends to terminate the Services.

7. **No 0+ or Operator Assisted Calling; May Not Support x11 Calling.** The VaaS Product does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The VaaS Product may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Cloud Voice Agreement) services in one or more (or all) service areas.
8. **No Directory Listing.** The new phone numbers Client obtains from Marco will not be listed in any telephone directories. Phone numbers transferred from a Client's local phone company may, however, be listed. As a result, reverse directory may not be utilized with some phone numbers to lookup an associated address. Confirmation of phone number directory listing is Client's responsibility.
9. **Recording Conversations.** Marco provides a function that allows a user or subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. If Client purchases this functionality, Client is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.
10. **Payphone Charges.** If Client uses Marco's "Toll Free" feature or any toll-free feature that Marco offers in the future, Marco will be entitled to recover from Client any charges imposed on Marco either directly or indirectly in connection with toll free calls made to Client's number. Marco may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Marco deems appropriate for the recovery of these costs.
11. **Charges for Directory Calls (411).** Marco will charge Client up to \$1.50 for each call made to Marco directory assistance.
12. **Charges for E-911 Calls.** If a call is made from a non-provisioned or improperly provisioned telephone number using STaaS, the call will not be automatically routed to the correct PSAP. Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center ("ECC"). In the event of a call being routed to the ECC under such circumstance, Client must also pay a per-call ECC charge of \$75.00. Client acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. Clients placing five (5) or more calls per month to the ECC are subject to an additional \$500.00 fee. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will be incurred by Marco and is not a penalty. This section does apply to VaaS or UCaaS.
13. **Incompatibility with Other Services**
 - a) **Security Systems.** The Products may not be compatible with security systems that require an analog telephone line powered by the local central office. Client may be required to maintain a telephone connection through its local exchange carrier in order to use any alarm monitoring functions for any security system installed in the business. Client is responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Products.
 - b) **Certain Broadband and Cable Modem Services.** Client acknowledges that the Products may not be compatible with some broadband services. Client further acknowledges that some providers of broadband service may provide modems that prevent the transmission of communications using the Products. **Marco does not warrant that the Products will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Products with any particular broadband service.**
 - c) **Interoperability.** The Products may not be compatible with all VoIP PBX, IP phones and phone systems.

- i. For STaaS interoperability, Marco recommend and support Cisco and Mitel session border controls with current software.
- ii. For VaaS or UCaaS interoperability, please request Marco's approved IP phone guides.

These are the only systems that have been tested and approved for use with the Products ("Devices").

EMERGENCY SERVICES - 911 DIALING

Your service includes Enhanced 911 (E911) as a standard feature; however, there are certain circumstances in which E911 may not be available. For your safety, please read the following capabilities and limitations of the E911 service described below. Enhanced 911 allows the delivery of your address and call-back number automatically to local emergency dispatch when you dial 911. As soon as your service is installed, you will have 911 dialing capabilities; however, you may experience a delay for approximately 24-48 hours after installation until you are entered into the emergency response database. Please note the E911 service is Voice over Internet Protocol ("VoIP") and is tied to a specific phone number and address, which cannot be moved without prior notification and authorization by Marco. These services are mandated by the Federal Communications Commission and cannot be provided by Marco if you move your service without notifying Marco. Therefore, your service may not be moved from location to location without prior consent from Marco. Please consider these limitations carefully, ensure that you secure alternative means for contacting emergency dispatch and make sure all personnel at this location are fully aware of the means for contacting emergency personnel.

1. **911 Dialing.** Consistent with Federal law, Marco's 911 service does not require users to dial any pre-fix (e.g., 9 or 1) to place 911 calls. The service is pre-configured to enable users to dial 911 directly. Client may not, and must ensure that users do not, adjust the configuration to require users to dial any prefix to place 911 calls. Client must notify users that no prefix is required to dial 911. Marco and its shareholders, directors, officers, employees, affiliates and agents hereby disclaim any responsibility whatsoever for any demand, loss, claim, damage or action arising from Client or any other user's re-configuration of the system to require prefixes to dial 911.
2. **Non-Availability of Traditional 911 or E911 Dialing Service.** The Products do not support traditional 911 or E911 access to emergency services in all locations. Where Marco does not offer traditional 911 or E911 access, Marco offers a feature known as "911 Dialing" which is a limited emergency calling service available only on Devices. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or subscriber provided Client premise equipment. Marco's 911 Dialing feature is not automatic; Client must separately take affirmative steps, as described in this Cloud Voice Agreement, to register the address where Client will use the Products in order to activate the 911 Dialing feature. Client must do this for each Marco Cloud Voice phone number. The 911 Dialing feature of the Product is different in a number of important ways from traditional 911 or E911 service as described below. Client shall inform any employees, guests and other third persons who may be present at the physical location where Client utilizes the Products of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the Marco Cloud Voice 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that Client purchases should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing. It is Client's responsibility, in accordance with the instructions that accompany each Device, to place the 911 sticker on each Device that will be used with the Products. If a 911 sticker was not included with any Device, or additional 911 stickers are required, please contact the Marco Support Desk at MIT@marconet.com or (800) 847 - 3097.
3. **Registration of Physical Location Required.** For each phone number that will be used, Client must register with the Marco Support Desk the physical location where Client will be using the Products with that phone number. If Client moves the Device to another location, Client must register the new location. If Client does

not register any new location, any call made using the 911 Dialing feature will be sent to an emergency center near the old address. Client will register its initial location of use when Client subscribes to the Products. Thereafter, Client may register a new location by contacting the Marco Support Desk at MIT@marconet.com or (800) 847 - 3097. For purposes of the 911 Dialing feature, Client may only register one location at a time for each phone line used with the Products.

4. **Confirmation of Activation Required.** The 911 Dialing feature will not be activated for any phone line that Client is using with the Products, unless and until Client receives an email from Marco confirming that the 911 Dialing feature has been activated for that phone line.
5. **How Emergency Personnel are Contacted.** Marco contracts with a third party to use the address of Client's registered location to determine the nearest emergency response center and then forwards Client's call to a general number at that center. When the center receives the call, the operator may not have Client's address and may not have Client's phone number. Client must therefore provide its address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If Marco learns that this is the case, Client's call will instead be sent to a national emergency calling center and a trained agent will contact an emergency center near the Client's registered location to dispatch help. Client hereby authorizes Marco to disclose its name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.
6. **Service Outages.**
 - a. **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Products, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, Client may need to reset or reconfigure the Device prior to utilizing the Products, including 911 Dialing.
 - b. **Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of service by Client's broadband or internet service provider ("ISP") will prevent the Products, including 911 Dialing, from functioning.
 - c. **Service Outage Due to Suspension or Termination of Marco Cloud Voice Account.** Service outages due to suspension or termination of Client's account will prevent the Products, including 911 Dialing, from functioning.
 - d. **Service Outages Due to ISP or Broadband Marco Blocking of Ports or Other Acts.** Client's ISP or broadband provider or another third party may intentionally or inadvertently block the ports over which the Product is provided or otherwise impede the usage of the Product. In that event, provided that Client alerts Marco to the situation, Marco will attempt to work with Client to resolve the issue. During the period that the ports are being blocked or the Product is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, Client's Product(s), including the 911 Dialing feature, may not function. Client acknowledges that Marco is not responsible for the blocking of ports by Client's ISP or broadband provider or any other impediment to Client's usage of the Products, and any loss of service, including 911 Dialing that may result. In the event Client loses service as a result of blocking of ports or any other impediment to its usage of the Products, Client will continue to be responsible for payment of the Product charges.
 - e. **Other Service Outages.** If there is a Product outage for any reason, such outage will prevent all Products, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Cloud Voice Agreement.
 - f. **No Liability.** Client acknowledges that Marco is not responsible for any of the outages described in this Service Outages Section, or any other loss of service or related impediment to Client's use of the Products, including the 911 Dialing feature, that may result. In the event Client loses service because

of a service outage or other service loss or impediment, Client will continue to be responsible for payment of the Product charges.

7. **Re-Activation Required if Client Changes Its Number or Adds or Ports New Numbers.** 911 Dialing does not function if Client changes its phone number or adds or ports new phone numbers to its account, unless and until Client successfully registers its location of use for each changed, newly added or newly ported phone number.
8. **Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Products as compared to traditional 911 dialing over traditional public telephone networks.
9. **Possible Lack of Automatic Number Identification.** It may or may not be possible for the local emergency personnel to automatically obtain the user's phone number when using the 911 Dialing. Marco's system is configured to send the automatic number identification information; however, one or more telephone companies, not Marco, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. **As a result, the operator who answers the 911 Dialing call may not be able to automatically obtain the phone number and call back if the call is not completed or is not forwarded, is dropped or disconnected, if the user is unable to speak to tell the operator the phone number, or if the Product is not operational for any reason.**
10. **No Automated Location Identification.** In limited service areas, it is not possible at this time to transmit to the local emergency response center the address that the Client registers for 911 Dialing. Client will need to state the nature of the emergency promptly and clearly, including the location (and possibly telephone number), as the operator will not have this information. Emergency personnel will not be able to find Client's location if the call is not completed or is not forwarded, is dropped or disconnected, if Client is unable to speak to tell the operator the location, or if the Product is not operational for any reason.
11. **Disclaimer of Liability and Indemnification.** Marco does not have any control over whether, or the manner in which, calls using Products, including the 911 Dialing feature, are answered or addressed by any local emergency response or national calling center. Marco disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. Marco relies on third parties to assist us in routing 911 Dialing feature calls to local emergency response centers and to a national emergency calling center. MARCO DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER MARCO NOR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, OR AGENTS SHALL BE HELD LIABLE FOR ANY DEMAND, CLAIM, CAUSE OF ACTION, DAMAGE, LIABILITY, OR LOSS WHATSOEVER, AND CLIENT HEREBY WAIVES ANY AND ALL SUCH DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, AND LOSSES ARISING FROM OR RELATING TO THE PRODUCTS, INCLUDING THE 911 DIALING FEATURE, AND ANY DEVICE(S) OR EQUIPMENT (COLLECTIVELY, "CLAIMS"), UNLESS AND TO THE EXTENT SUCH CLAIMS RESULTED FROM MARCO'S RECKLESSNESS OR WILLFUL MISCONDUCT.

Client shall defend, indemnify, and hold harmless Marco, its shareholders, directors, officers, employees, affiliates and agents and any other service provider who furnishes services to Client in connection with the Product, including the 911 Dialing feature, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney and expert fees) by, or on behalf of, Client or any third party relating to the absence, failure or outage of the Product, including the 911 Dialing feature, incorrectly routed 911 Dialing feature calls, and/or the inability of any user of the Products to be able to use the 911 Dialing feature or access emergency service personnel.

12. **Alternate 911 Arrangements.** IF CLIENT IS NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 DIALING SERVICE, CONSIDER HAVING AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES OR TERMINATING THE SERVICE.

SUPPORT DESK ASSISTANCE

1. **Scope.** As part of the Services, Marco will make available to Client's Designated Users, access to the Marco Support desk ("Support Desk Service(s)").
2. **Incident Resolution.** Marco will provide Designated Users assistance in resolving incidents that cause a reduction in the normal quality or interruption of the standard functionality of the Services to the extent described under this Cloud Voice Agreement (collectively, "Incidents"). Marco's assistance shall begin when Client or a Designated User contacts the Marco Support Desk and ends when Marco resolves the Incident or determines in its sole discretion that it cannot resolve the Incident. Client acknowledges and agrees that it is solely responsible for any costs and expenses associated with resolving Incidents following the above determination by Marco.
3. **Remote Access.** When and where applicable, Client agrees that Marco may provide post installation Support Desk Services remotely and that Marco may install such software on Client's equipment 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. Questions or concerns with Marco having this access should be communicated during the review of this Cloud Voice Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco may use this access whenever a support ticket is created. Network management for Marco Managed WAN services, if any, is not included in this Cloud Voice Agreement.
4. **Additional Remote or On-site Services.** Client may purchase additional Support Desk Service(s) at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this Cloud Voice Agreement and shall be made by an additional SOP or separate agreement in Marco's sole discretion.
5. **Rapid Resolution Response.** Marco will use commercially reasonable efforts to provide a live-call response to all Marco Support Desk Service requests. If Marco does not respond to a live-call, Client may leave a voice or email message. Marco Support Desk Service requests shall contain a detailed description of the problem, the nature of any failure, any error/alert or other messages, tasks that were being performed prior to the problem, the name and version of software being used and the desired end result.
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. **Service Level Agreement.** Marco will provide Service in accordance with its Service Level Agreement ("SLA"), if any, in effect at the time of Client's Support Desk Service request, which is subject to change in Marco's sole discretion. If applicable, the current SLA is attached as **Schedule C**.
8. **Support Desk Downtime.** Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems ("Support Desk Downtime"). Marco will use commercially reasonable

efforts to minimize such Support Desk Downtime.

- 9. 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.

SOFTWARE UPDATES

As part of the Services, Marco will apply software patches and updates to the Software.

DATA CENTER MANAGEMENT

Marco will monitor and manage the data center Infrastructure as defined in Schedule D. This monitoring and management is not inclusive of Client Equipment. Data center management for Marco Managed WAN services, if any, is not included in this Cloud Voice Agreement.

PLANNING, IMPLEMENTATION AND CHANGES

- 1. Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this 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 Cloud Voice Agreement.
- 2. Network Discovery.** Following the Effective Date of the Agreement, Marco may conduct a discovery of certain of Client's current equipment, operating systems, software and network environment to gather any information Marco needs to carry out this Cloud Voice Agreement ("Network Discovery"). If Network Discovery occurs, Marco will review its Network Discovery with Client. 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. Client shall pay the implementation fee set forth in any SOP for the Network Discovery.
- 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 copies of, access to, and permission to collect, maintain, process, use and enter, as applicable:
 - a) Client's Designated Site; Designated Equipment; Client Equipment; and other equipment, hardware or facilities of any other kind which Marco reasonably requests;
 - 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 Cloud Voice Agreement, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance and facilities entrance capabilities; 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").

4. Remediation and Service Limitations. Marco may designate certain limitations or exclusions from the Services ("Service Limitations") or require that Client enter into a separate remediation agreement ("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 Cloud Voice Agreement, Marco determines that upgrading, replacement or other remediation by Client will be required in order for Marco to efficiently and effectively provide and Client and its Representatives to use the Products. Client shall pay Marco's then prevailing rates for any remediation services.

If (i) Minimum Specifications are not met; (ii) Client fails to implement the 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 Cloud Voice Agreement without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination.

- 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, as applicable: the Network Discovery, the provision of any Client Information and Access, number portability, site preparation and access, any Existing Provider Cutover (as defined below) and Service "Go Live" dates.
- 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 it has activated the Services at Client's location(s) ("Go Live Date(s)"). Marco will host a welcome call and provide Client with information needed for Designated Users to access Marco Support Desk Services at the first Go Live Date. If Client has multiple locations, there may be multiple Go Live Dates.
- 8. Training.** Marco will provide the below training services:
 - a) Project Coordinator led webinar for administrative or knowledge workers for up to two (2) hours;
 - b) Phone user guides in digital and printed form; and/or
 - c) Online access to training videos covering handsets and general features;

Client may purchase additional training services, include onsite training, at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this Cloud Voice Agreement and shall be designated on the SOP or made by an additional SOP or separate agreement in Marco's sole discretion.

9. **Discovery Scope.** Any 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.
10. **Equipment and Site Prerequisites.** The Equipment is identified on Schedule A. 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, 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 provision of the products.
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 Cloud Voice 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 Cloud Voice Agreement; b) the necessity of a Change Order, 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.
11. **Software Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by licenses, agreements or other prerequisites of third party software publishers vendors or equipment manufacturers for the Products (collectively, "Licenses").
12. **Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair defects in the Equipment, which meets Minimum Specifications ("Repairs"). Updates to firmware on Equipment are included. Updates to firmware on other Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment to the Marco service depot to make such Repairs.
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. Marco reserves the right in its sole discretion to require an additional SOP or separate agreement for any changes, additions, or enhancements to the Products.
14. **Offboarding.** Marco has no obligation to maintain Client data following termination or expiration of any SOP. Client shall have thirty (30) days to download its data after expiration or termination of the applicable SOP and shall pay

the MRC during that period. Client shall contact the Marco Support Desk for download access and instructions. Client shall pay the MRC (defined below) amount provide Any Support Desk assistance following expiration or termination shall be billed at Marco's then prevailing rates.

IMPLEMENTATION SERVICES

Once the signed agreements are received, Marco will assign a Project Manager to work on implementation. Client agrees to provide assistance and documentation needed to complete the Network Discovery and design meetings. All information requested and communication should be routed through the Project Manager.

PRIVACY

Marco is not liable for any lack of privacy that may be experienced because the Products utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications.

SERVICE AND HARDWARE LIMITATIONS

Services for the implementation of this projects are subject to the terms of the Agreement. Any (i) custom development work on applications or third party software related to API integration or custom applications; (ii) service rendered to equipment other than that listed on the SOP; or (iii) new/different equipment, software, etc. added to Client's system, will NOT be covered under the Agreement or any Cloud Voice 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.

Effective: January 14, 2020

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 Cloud Voice 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 a Service Amendment or another agreement, in Marco's sole discretion.

SCHEDULE C – SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (“SLA”) sets forth Marco Technologies, LLC (“Marco”) Cloud Voice service level objectives and Client service credit terms and is subject to and governed by the Marco Relationship Agreement between the parties.

1. Definitions

- **“Marco Support Desk”** means the Marco support technicians who are available by phone at 800.847.3097 or mit@marconet.com.
- **“Force Majeure”** means delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Acts of God, labor interruption, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services or any other cause beyond Marco’s reasonable control. Any such delay or failure shall suspend this SLA until the Force Majeure ceases.
- **“Outage”** means a period in which a Service failure causes a complete loss of Infrastructure, Data Center and Telecommunications Services or when the Service is Unavailable as defined in the Performance Specifications, but specifically excluding (a) failures caused by Client, Client’s End Users or Client’s equipment; (b) failures during any Force Majeure event; (d) failure of connectivity not within Marco’s control; (f) interruptions during any period in which Marco is not allowed access to Client or End User premises, if such access is necessary to repair or restore Service; and (g) interruptions during any period where Client elects not to release the Services for testing and/or repair.
- **“Scheduled Downtime”** is defined as (i) those periods of time Marco will perform service maintenance outside 8:00 a.m. to 5:00 p.m. CST after providing Client five (5) days’ notice and (ii) when rebooting Marco Hosted Servers following software updates.
- **“Unscheduled Downtime”** means periods of time Marco determines in its sole discretion that it is in the best interests of any or all its Clients to perform service maintenance without providing notice to Client.
- **“Support Service”** is defined as Marco’s assistance to Client to resolve Incidents which result in the Client being unable to transmit, initiate or receive voice, VoIP or video communications in accordance with Schedule B.
- **“MRC”** means the monthly recurring charge for a particular Service, as specified in a SOP.
- **“Infrastructure”** means the data center facilities, electrical power, cooling, battery backup, cross connects, servers, storage, and software used to deliver Cloud Voice.
- **“Telecommunication Service”** means the SIP Trunking, Public Switched Telephone Network (PSTN), local, long distance, toll free, communications software and applications and x11 calling services used to deliver Cloud Voice.

2. Service Availability

Marco shall make the Service available for access and use by Client 24x7x365, excluding any Scheduled Downtime, Unscheduled Downtime, or downtime due to a Force Majeure event (“Service Availability”). Service Availability is calculated by subtracting from 100% the result of the number of minutes of an Outage

on the Infrastructure and Telecommunications Service in a calendar month divided by the total number of minutes in such calendar month. If the monthly Service Availability is less than 99.9%, service level credits may be provided to Client as further detailed below.

3. Support Availability for Outage

Marco will provide commercially reasonable 24x7x365 Support Service to assist Client to resolve an Outage. To ensure receipt of notice that an Outage has occurred, Outages must be communicated to Marco by phone or email to the Marco Support Desk and will be considered an open issue when Client or a Designated User contacts the Marco Support Desk and Marco confirms the Outage. The time of an Outage shall begin from the point of Marco confirming the Outage and issuing a ticket number. In addition, it is recommended that trained network and IT personnel be made available by the Client for the prompt resolution of an Outage.

4. Support Availability for Other Requests

For issues other than Outages, Marco will provide commercially reasonable Support Desk Services by phone and/or email from Monday through Friday (excluding Marco published holidays) 8:00 a.m. to 5:00 p.m. CST via a phone call or email to the Marco Support Desk. All support requests will be provided with a case number and severity level for tracking and communication purposes. Within what is commercially reasonable, Marco endeavors to respond, update, and resolve tickets as outlined Schedule B.

5. SLA Amendments

Marco may in its sole discretion update and amend this SLA at any time.

6. Service Level Credit

Marco agrees to provide Client a credit or, in its sole discretion, another remedy, for a Service that fails to meet Service Availability requirement below, except as provided in Subsection 6.1, below. Marco makes no representation or warranty that the Service will be available at all times. Temporary disruptions in Marco Cloud Voice Services shall not constitute a breach of this SLA or the Agreement. Marco provided Client service credits are not to exceed 50% of the aggregate monthly recurring rate designated on the SOP for the Product that is unavailable. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SLA, THE CLOUD VOICE AGREEMENT OR THE AGREEMENT, THE RELIEF SET FORTH IN THIS SECTION 6 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THIS SLA AND THE FAILURE OF OR NON-PERFORMANCE OF THE MARCO CLOUD VOICE PRODUCTS.

6.1 If the monthly Service Availability is less than 99.90% after the report by Client to Marco of an Outage, Client must request a credit in writing to Hostedbilling@Marconet.com (including in the communication their ticket number from the open trouble ticket) within fifteen (15) calendar days of the event. Marco shall issue the Client the applicable amount indicated below as a credit, and not as a penalty.

- Marco will not provide Client with a credit if the monthly Service Availability based on the above criteria is at least 99.90%.
- Marco shall provide Client a credit in an amount equal to five percent (5%) of the monthly recurring charge set forth in the SOP if the monthly Service Availability based on the above criteria is 99.00% to 99.89%.
- Marco shall provide Client a credit in an amount equal to ten percent (10%) of the monthly recurring charge set forth in the SOP if the monthly Service Availability based on the above criteria is 98.00% to 98.99%.

- Marco shall provide Client a credit in an amount equal to fifteen percent (15%) of the monthly recurring charge set forth in the SOP if the monthly Service Availability based on the above criteria is 95.00% to 97.99%.

6.2 There shall be no credits for Outages:

- Caused directly or indirectly by the acts or omissions of Client;
- Caused by the failure of equipment or systems provided by Client or any third party (not under the direction or control of Marco);
- Caused by a Force Majeure event
- Occurring with respect to a request or an order from Client for a change in the Service;
- Occurring while Client is in breach of the Agreement; or
- Caused by Scheduled Downtime or Unscheduled Downtime.

SCHEDULE D – PERFORMANCE SPECIFICATIONS

PERFORMANCE SPECIFICATIONS FOR UNIFIED COMMUNICATIONS AS A SERVICE (“UCAAS”) ENTERPRISE:

Marco UCaaS Highlights	
<p>Support Desk Services 8:00 A.M. to 5:00 P.M. CT, 5 Days a week</p> <ul style="list-style-type: none"> ▪ Moves, Adds, Changes ▪ Platform Connectivity ▪ Software Programming <p>24x7x365</p> <ul style="list-style-type: none"> ▪ Infrastructure ▪ Telecommunications Services 	<p>Marco’s UCaaS consists of the following components for unified communications services as defined in the SOP.</p> <ul style="list-style-type: none"> ▪ Mitel Software ▪ Mobile Applications ▪ SIP Trunking ▪ Local Calling ▪ Long Distance Calling ▪ International Calling ▪ Toll Free Calling ▪ Enhanced 911 Service ▪ Caller ID ▪ Direct Inward Dial Numbers

Performance Standards:

1. **Availability.** Marco’s UCaaS Infrastructure and Telecommunications Services will be available to its Clients 99.99% of the time, measured on a monthly basis via both public and private connectivity methods.
2. **Resources.** Marco will deliver 100% of the described Products located on the SOP.
3. **Expandability.** Marco will provide expandability of the solution, upon request and for additional cost, including the ability to adjust consumed service capacities up or down.
4. **Manageability.** Marco will provide the Client credentials to log in to their UCaaS portal for the Client to configure, install, utilize, and modify their users, hunt groups, auto attendant and collaboration features.
5. **Monitoring.** Marco will monitor the Infrastructure and Telecommunications Service for Outages and Availability 24x7x365.
6. **Security and privacy.** Marco will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to the UCaaS environment, located within data centers as well as critical infrastructures supporting the facility. Entrances into secure areas include dual-factor authentication and video monitoring. In addition, the data center facility maintains on-site dedicated security staff to manage surveillance and monitor the secure areas parking and building perimeter. The site security is managed, maintained and certified in audits, performed annually.
7. **Unavailability.** UCaaS is considered unavailable when there has been a loss of power, connectivity or access to the Infrastructure and Telecommunications Services within the data center (“Unavailable”).

8. **Repair and Scheduled Maintenance.** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of the UCaaS by the Client for testing. Marco will use commercially reasonable efforts to schedule scheduled maintenance in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.

9. **Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
 - a) configuration of the UCaaS Services, including the encryption of any Client data and the designation of what Client data will be saved and accessible;
 - b) establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
 - c) the procurement, operation, maintenance, and security of Client equipment, networks, software, Internet, and other computing resources, infrastructure and services used to connect to and access the Services;
 - d) contacting Marco prior to changes made to or upgrades of any 3rd party applications that may have an impact to UCaaS services;
 - e) retaining a current copy of Client data outside the Services; and
 - f) all uses of the Products by Clients and its users.

PERFORMANCE SPECIFICATIONS FOR VOICE AS A SERVICE (“VAAS”):

Marco VaaS Highlights	
<p>Support Desk Services 8:00 A.M. to 5:00 P.M. CST, 5 Days a week</p> <ul style="list-style-type: none"> ▪ Moves, Adds, Changes ▪ Platform Connectivity ▪ Software Programming <p>24x7x365</p> <ul style="list-style-type: none"> ▪ Infrastructure ▪ Telecommunications Services 	<p>Marco’s VaaS consists of the following components for cloud voice services as defined in the SOP.</p> <ul style="list-style-type: none"> ▪ Switch Connex Software ▪ Mobile Applications ▪ SIP Trunking ▪ Local Calling ▪ Long Distance Calling ▪ International Calling ▪ Toll Free Calling ▪ Enhanced 911 Service ▪ Caller ID ▪ Direct Inward Dial Numbers

Performance Standards:

1. **Availability.** Marco’s VaaS Infrastructure and Telecommunications Services will be available to its Clients 99.00% of the time, measured on a monthly basis via both public and private connectivity methods.
2. **Resources.** Marco will deliver 100% of the described Products located on the SOP.
3. **Expandability.** Marco will provide expandability of the solution, upon request and for additional cost, including the ability to adjust consumed service capacities up or down.
4. **Manageability.** Marco will provide the Client credentials to log in to their VaaS portal to configure, install, utilize, and modify their users, hunt groups, phone numbers, caller ID, extensions, auto attendant and reporting.
5. **Security and privacy.** Marco will ensure security and controlled access to the VaaS environment, located within secure data centers. Multiple layers of security protect the data centers as well as all critical infrastructures supporting the facility.
6. **Unavailability.** VaaS is considered unavailable when there has been a loss of power, connectivity or access to the Infrastructure and Telecommunications Services within the data center (“Unavailable”).
7. **Repair and Scheduled Maintenance.** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of the VaaS by the Client for testing. Marco will use commercially reasonable efforts to schedule scheduled maintenance in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.

- 8. Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
- a) configuration of the VaaS Services, including the encryption of any Client data and the designation of what Client data will be saved and accessible;
 - b) establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
 - c) the procurement, operation, maintenance, and security of Client equipment, networks, software, Internet, and other computing resources, infrastructure and services used to connect to and access the Services;
 - d) contacting Marco prior to changes made to or upgrades of any 3rd party applications that may have an impact to VaaS services;
 - e) retaining a current copy of Client data outside the Services; and
 - f) all uses of the Products by Clients and its users.

PERFORMANCE SPECIFICATIONS FOR SESSION INITIATION PROTOCOL (“SIP”) TRUNKING AS A SERVICE (“STaaS”):

Marco STaaS Highlights	
Support Desk Services 8:00 A.M. to 5:00 P.M. CT, 5 Days a week <ul style="list-style-type: none"> ▪ Moves, Adds, Changes ▪ Platform Connectivity ▪ Software Programming 24x7x365 <ul style="list-style-type: none"> ▪ Infrastructure ▪ Telecommunications Services 	Marco’s STaaS consists of the following components for SIP services as defined in the SOP. <ul style="list-style-type: none"> ▪ Voice Trunking ▪ Local Calling ▪ Long Distance Calling ▪ International Calling ▪ Toll Free Calling ▪ Enhanced 911 Service ▪ Caller ID ▪ Direct Inward Dial Numbers

Performance Standards:

1. **Availability.** Marco’s STaaS Infrastructure and Telecommunications Services will be available to its Clients 99.99% of the time, measured on a monthly basis via both public and private connectivity methods.
2. **Resources.** Marco will deliver 100% of the described Products located on the SOP.
3. **Expandability.** Marco will provide expandability of the solution, upon request and for additional cost, including the ability to adjust consumed service capacities up or down.
4. **Manageability.** Marco will manage the Client portal and configure, install, utilize, and modify their DIDs, call plans, and users.
5. **Security and privacy.** Marco will provide reasonable physical, technical, and administrative measures to ensure security and controlled access to the STaaS environment, located within data centers as well as critical infrastructures supporting the facility. Entrances into secure areas include dual-factor authentication and video monitoring. In addition, the data center facility maintains on-site dedicated security staff to manage surveillance and monitor the secure areas parking and building perimeter. The site security is managed, maintained and certified in audits, performed annually.
6. **Unavailability.** STaaS is considered unavailable when there has been a loss of power, connectivity or access to the Infrastructure and Telecommunications Services within the data center (“Unavailable”).
7. **Repair and Scheduled Maintenance.** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of the STaaS by the Client for testing. Marco will use commercially reasonable efforts to schedule scheduled maintenance in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.

- 8. Client Responsibilities.** Client shall be solely and exclusively responsible for the following:
- a) configuration of the STaaS Services, including the encryption of any Client data and the designation of what Client data will be saved and accessible;
 - b) establishing and maintaining the security and confidentiality of Client data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers;
 - c) the procurement, operation, maintenance, and security of Client equipment, networks, software, Internet, and other computing resources, infrastructure and services used to connect to and access the Services;
 - d) retaining a current copy of Client data outside the Services; and
 - e) all uses of the Products by Clients and its users.

Effective: January 14, 2020