



HOSTED EMAIL SERVICE LEVEL AGREEMENT

CONTENTS

TERMINOLOGY	3
SERVICE DESCRIPTION	3
SERVICE OFFERINGS.....	3
HOSTED EXCHANGE	3
Hosted Exchange Service Level Metric	5
Hosted Exchange Limitations.....	5
OFFICE 365.....	5
Office 365 Options.....	5
Office 365 Availability Dependencies	5
Office 365 Service Level Metric.....	5
Office 365 Software Agreement	6
Office 365 Limitations	6
Office 365 Add-On Options	9
HOSTED EMAIL ADD-ON OPTIONS.....	10
EMAIL PROTECTION	10
Email Protection Availability Dependencies.....	10
Email Protection Add-On Options.....	10
EMAIL ARCHIVING	11
Email Archiving Availability Dependencies	11
Email Archiving Limitations.....	11
EMAIL ENCRYPTION	11
SETUP SUPPORT	11
DATA MIGRATION SERVICES	12
ADDITIONAL MAILBOX STORAGE	12
PUBLIC FOLDERS.....	12
MOBILE DEVICE INTEGRATION	12
HOSTED EMAIL AVAILABILITY DEPENDENCIES	13
SERVICE DELIVERY	14
EMAIL PROTECTION	14
EMAIL ARCHIVING	14
HOSTED EMAIL LIMITS.....	15
OFFICE 365.....	15
HOSTED EXCHANGE	15
ADDENDUM A - MICROSOFT CUSTOMER AGREEMENT	16
GENERAL TERMS	16
License to use Microsoft Products	16

Non-Microsoft Products	17
Verifying compliance	17
Privacy	18
Confidentiality	18
Product warranties	19
Defense of third-party claims	19
Limitation of liability.....	20
Partners	20
Pricing and payment	20
Term and termination	22
Miscellaneous	22
Definitions	24

This Hosted Email Service Level Agreement (“SLA”) is incorporated into the Quote executed by C Spire Business and Customer for Hosted Email Services and sets forth the specific terms and conditions under which C Spire Business shall supply the Hosted Email Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

TERMINOLOGY

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Email – The worldwide system of sending Email messages to people across the Internet.
- Email Archiving – The act of preserving and making searchable all email to/from an individual.
- Hosted – Services where C Spire Business provides the infrastructure (hardware, power, cooling, and connectivity). The customer has full access to manage the environment and is responsible for maintaining every aspect of the environment.
- Malware – Software designed to interfere with a computer’s normal functioning.
- Phishing – A scam by which an email user is duped into revealing personal or confidential information which the scammer can use illicitly.
- PST – The Personal Folders File, which is the format used by Microsoft Outlook to store data locally.
- SPAM – Email that is not wanted; email that is sent to large numbers of people and that consists mostly of advertising.
- Spoofing – Tricking or deceiving computer systems or other computer users. This is typically done by hiding one’s identity or faking the identity of another user on the Internet. Email spoofing involves sending messages from a bogus email address or faking the email address of another user.

SERVICE DESCRIPTION

C Spire Business offers a variety of reliable email solutions designed to fit your unique business needs, including the Office 365 suite, hosted exchange, email filtering, archiving, and encryption.

SERVICE OFFERINGS

HOSTED EXCHANGE

Hosted Exchange is the provisioning and maintenance of a Microsoft Exchange electronic mail (email) system in the C Spire Cloud. This system will accommodate individual mailboxes for Customer’s end users with corresponding email addresses such as name@company.com. C Spire Business will perform remote troubleshooting and remediation of Customer issues in relation to this service.

The Hosted Exchange environment is built on a shared resource cloud environment that provides the Customer with the reliability of solid infrastructure and the cost benefit of shared resources.

Standard email is provided through Microsoft Exchange with the following standard features:

- The following mailbox size options are available: 1 GB (Web-Only), 5 GB, 50 GB, or 100 GB of mailbox storage per mailbox. Customers can purchase additional 50 GB blocks of storage per mailbox – see the [Hosted Email Add-On Options](#) section of this document for more information.
- Email messages, including attachments, both sent and received, will be limited to 50 MB in size per message.
- Troubleshooting of email to the point of delivery to the user's inbox.
- C Spire Business will provide Domain Name Services (DNS) hosting and administration for one registered domain name as part of this service. Additional Domain Names will be billed at the appropriate rate.
- C Spire Business will provide an Outlook Web Access interface to the Hosted Exchange platform. Customer users may utilize the Outlook Web Access interface to send and receive email and manage various mailbox features.
- POP3S – C Spire Business will provide Customer with Post Office Protocol version 3 Secure (“POP3S”) service for retrieving email messages from the system. POP3S access to the Service requires that the end-user of the Service use a POP3S compatible email client application.
- SMTPS – C Spire Business will provide Customer with Simple Mail Transfer Protocol Secure (“SMTPS”) service for sending email messages from the system. SMTPS access to the Service requires that the end- user of the Service use a SMTPS compatible email client application. SMTPS access to the Service requires that the end- user of the Service use an email client application that allows SMTPS authentication.
- IMAPS – C Spire Business will provide Customer with IMAP4 service for utilizing the Service. IMAPS access to the Service requires that the end user of the Service use a supported IMAPS email client application.
- Global Forwarding – This system will also accommodate the use of Forwarding addresses, to be used to re-direct messages sent to an (in- domain) email address to a different email address or list of addresses. (ex: messages sent to name@company.com can be Forwarded to name@othercompany.com).
- Rules – This system will also accommodate the use client rules to manipulate handling of emails. The functionality of such rules may be limited based on the version or type of client software the customer is using.
- Monitoring – C Spire Business performs monitoring of Service availability. If Service is unavailable C Spire Business support personnel are notified immediately and will begin efforts to restore service.
- Account Administration – C Spire Business performs account administration on behalf of the Customer Organization to include account provisioning, deprovisioning, moves, additions, and changes. This service includes administration of mailboxes, distribution lists, and user aliases.
- Deleted Item/Mailbox Recovery – C Spire Business' Exchange servers are configured to allow recovery of deleted mailboxes for a period of 30 days and recovery of single items for 14 days. We can recover single items not covered in Single Item Recovery as a best effort. If a User deletes an item from his or her mailbox, the system will allow the User to restore the item via Microsoft Outlook®. Deleted Item/Mailbox retention allows Users

to recover data after they execute a delete command against an individual mailbox or individual mailbox item.

- C Spire Business will apply critical, high, and recommended patches to the underlying virtual infrastructure quarterly or as needed.
- C Spire Business will perform nightly backups of the hosted email system with the option of taking those offsite.

HOSTED EXCHANGE SERVICE LEVEL METRIC

- Hosted Exchange has a goal of 99.99% uptime availability.
- Dedicated Exchange with redundancy has a goal of 99.99% uptime availability.
- Dedicated Exchange without redundancy is best effort with no specific availability attached.

HOSTED EXCHANGE LIMITATIONS

The following limitations apply to the Hosted Exchange Service:

- Service does not include troubleshooting mobile phone issues outside of connectivity to corporate email.
- Service does not include Third-Party Application troubleshooting.
- Outbound SMTP Relay Services are available through our Email Protection Service.

OFFICE 365

Office 365 will allow users to work with email and MS Office applications from anywhere on any device. C Spire Business will provide customers with Hosted Exchange through Office 365 so that they can access their Exchange environment from any internet connection.

OFFICE 365 OPTIONS

See Microsoft's product descriptions for Office 365 options at [Microsoft.com](https://www.microsoft.com).

OFFICE 365 AVAILABILITY DEPENDENCIES

The availability of Office 365 Service is dependent on the following:

- Service can be provisioned and used over the Internet.

OFFICE 365 SERVICE LEVEL METRIC

For Office 365 Customers, Microsoft's SLA applies.

C Spire Business will use commercially reasonable efforts to assist Customer through Customer's authorized contact(s) with resolving issues related to Office 365. Only Customer's authorized account contact(s) may request technical support. C Spire Business' technical support response time depends on the complexity of the inquiry and support request volume. For more information visit the [C Spire Business technical support page](#). C Spire Business' obligation to provide technical support does not apply to any service-impacting events related to Office 365. C Spire Business reserves the right to redirect or escalate support requests to Microsoft in its sole and absolute discretion. C Spire Business does not guarantee compatibility of Office 365 with any specific configuration of hardware or software. C Spire Business encourages Customer to discuss any technical and compatibility issues with C Spire Business' technical support personnel.

OFFICE 365 SOFTWARE AGREEMENT

1. SOFTWARE AND SERVICES:

1.1 Software Purchase. Customer will submit a Service Agreement order form in the form utilized under the Master Agreement (the "Purchase Order") designating the Software License(s) to be purchased by Customer. C Spire Business shall sell the Software License(s) to Customer pursuant to the fees set forth in Section 2 below.

1.2 Microsoft Cloud Agreement. As a condition to C Spire Business selling the Software License(s) to Customer, Customer must accept the terms and conditions of the Microsoft Customer Agreement (the "Microsoft EULA") at <https://www.microsoft.com/licensing/docs/customeragreement>. By signing C Spire Business's Order Form for products and services, including Microsoft Software and Licenses, Customer acknowledges having read and agreed to the terms and conditions of the Microsoft EULA.

1.3 Support. C Spire Business will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with resolving issues related to the Software. Only Customer's authorized account contact(s) may request technical support. C Spire Business's technical support response time depends on the complexity of the inquiry and support request volume. For more information visit C Spire Business's technical support page at www.cspire.com/business/support.jsp. C Spire Business's obligation to provide technical support does not apply to any service impacting events related to the Software. C Spire Business reserves the right to redirect or escalate support requests to Microsoft in its sole and absolute discretion. C Spire Business does not guarantee compatibility of the Software with any specific configuration of hardware or software. C Spire Business encourages Customer to discuss any technical and compatibility issues with C Spire Business's technical support personnel.

1.4 Term. The Term of this Service Agreement shall be for one month, and the Term shall automatically renew for successive one-month Terms unless Customer provides C Spire Business with written notice of termination at least thirty (30) days prior to expiration of the then applicable Term. Software products for each monthly Term are priced at current market rates, irrespective of the original rate or rate for any subsequent monthly Term.

1.5 Termination for Cause. If a Party breaches any term of this Service Agreement, the other Party can terminate this Service Agreement for cause. The terminating Party will

give the breaching Party not less than thirty (30) days' written notice and opportunity to cure the breach if the cause for termination is curable. A Party will be allowed to cure a breach once, provide that if a Party breaches the Service Agreement for the same reason as a prior breach, such as late payment, then the other Party may terminate the Service Agreement immediately. If the cause for termination is not curable, termination is effective immediately upon written notice from the terminating Party. Disclosure of confidential information including the disclosure of specially negotiated Customer terms, misappropriation of C Spire Business's intellectual property, and insolvency, bankruptcy or other similar proceedings, are grounds for immediate termination.

1.6 Termination without Cause. Either Party may terminate this Service Agreement at any time upon thirty (30) days' prior written notice to the other Party; provided, however, that in the event Customer terminates this Service Agreement with respect to Bundled Software prior to the end of the then-applicable Term, Customer shall pay to C Spire Business an amount equal to the total monthly service fees applicable pursuant to Section 2 below multiplied by the number of months remaining in the Term.

1.7 Microsoft Termination. C Spire Business may terminate this Service Agreement immediately upon written notice to Customer in the event that Microsoft terminates the Reseller Agreement or the Microsoft EULA.

2. CUSTOMER FEES AND BILLING

2.1 Billing. C Spire Business shall invoice Customer on a monthly basis for the fees owed pursuant to a Purchase Order and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Fees listed herein are not inclusive of any applicable taxes, levies or surcharges. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against C Spire Business because of the Software or Services provided hereunder by C Spire Business to Customer shall be the responsibility of Customer. Invoicing for fees associated with Software will commence one month following Customer's purchase of the Software.

3. DISCLAIMER OF WARRANTIES

C SPIRE BUSINESS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE SOFTWARE IS FREE FROM ANY INHERENT DEFECTS, OR BUGS. C SPIRE BUSINESS ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS SUITABLE FOR CUSTOMER'S NEEDS, HAS THE FUNCTIONALITY TO MEET CUSTOMER'S REQUIREMENTS, IS COMPATIBLE WITH CUSTOMER'S HARDWARE OR OTHER SOFTWARE OR DOES NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY. C SPIRE BUSINESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, UNLESS OTHERWISE SPECIFIED IN WRITING. WITHOUT LIMITING THE FOREGOING, C SPIRE BUSINESS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION.

4. LIMITATION OF LIABILITY

Unless applicable law requires otherwise, the only remedy that either Party will have for anything related to this Service Agreement is to obtain direct damages from the liable Party up to the amount actually paid by Customer to C Spire Business during the prior one-year period, minus any amounts paid by the liable Party during that same period for any prior liability. Neither Party can recover any other damages from the other, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the Party knew they were possible.

The limitations in this Section apply, without limitation, to: (i) anything related to the Software; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies even if Customer is not fully compensated for any losses, or C Spire Business knew or should have known about the possibility of damages. The limitations in this Section do not apply to claims for non-payment of amounts due hereunder.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, C SPIRE BUSINESS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO THE AVAILABILITY OR PERFORMANCE OF MICROSOFT PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE. C SPIRE BUSINESS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO ANY REPRESENTATIONS, WARRANTIES, OR SERVICE LEVEL AGREEMENTS SET FORTH IN THE MICROSOFT EULA OR OTHERWISE MADE BY MICROSOFT WITH RESPECT TO THE SOFTWARE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, C SPIRE BUSINESS AND C SPIRE BUSINESS'S EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS, CORRUPTION OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOREGOING OCCURRING DURING THE MIGRATION OR STORAGE OF SUCH DATA. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SERVICE PROVIDERS MAY HAVE ACCESS TO CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS DURING THE PROVISION OF SERVICES HEREUNDER AND THAT C SPIRE BUSINESS SHALL HAVE NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY SERVICE PROVIDERS.

5. INDEMNIFICATION

Customer will defend C Spire Business against any Third Party Claims, as defined below. If there is an adverse final judgment (or settlement to which Customer consents) resulting from any Third Party Claims, Customer will pay it for C Spire Business. C Spire Business will promptly notify Customer in writing of the Third Party Claim, specify the nature of the claim and the relief the third party seeks. C Spire Business will give Customer reasonable assistance in defending the Third Party Claim. At C Spire Business's option and cost, C Spire Business may participate in the selection of counsel, defense and settlement of any Third Party Claims covered by this section. If C Spire Business elects to do this, Customer and C Spire Business will work together in good faith to reach decisions about which both Parties agree. Customer must have C Spire Business's written consent before settling any Third Party Claim. C Spire Business will

not unreasonably withhold C Spire Business's consent. "Third Party Claim" means any third party claims or allegations against C Spire Business that arise out of or are connected with any default or breach or alleged default or breach of this Agreement by Customer, Customer's purchase or use of the Software, or any other act or omission by Customer.

6. MASTER AGREEMENT

The Parties acknowledge and agree that this Agreement is entered into under and is subject to the terms and conditions of the Master Order and Agreement. The Software and Services provided hereunder are Services as defined in the Master Order and Agreement. Any issues related to the relationship of the Parties not expressly addressed herein shall be governed by the Master Order and Agreement. Notwithstanding anything to the contrary in the Purchase Order for Microsoft services and other telecommunications services provided by C Spire Business, the Term of this Agreement for Microsoft services only shall be for one month and continue on a month-to-month basis until terminated as provided herein.

OFFICE 365 LIMITATIONS

- Microsoft service limitations apply.
- C Spire Business does not provide management for this service. Customers can purchase End User Support for management or support of Office 365 for end users.
- Microsoft frequently releases new product options, therefore, C Spire Business cannot guarantee the ability to support all new product options.

OFFICE 365 ADD-ON OPTIONS

The following options may be added to the Office 365 Services. Description of Service options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Office 365 Service.

OFFICE 365 PORTAL

This option allows Customer to manage users and licenses through a partner-hosted platform. Customer may add/remove users, add/remove licenses through this portal once access has been purchased. Additional portal add-on options include advanced reporting and automated license adjustments.

COMPLIANCE

Compliance provides an integrated solution for vulnerability management, security compliance assessment and reporting, and comprehensive risk management.

AZURE RIGHTS MANAGEMENT

This option provides comprehensive policy-based information rights management capabilities.

This option is required for Email Encryption and is already included in E3 and E5 plans.

MAIL MIGRATION TOOL (MIGRATION WIZ), PER MAILBOX

This is a per-mailbox synchronization tool to migrate a user's mailbox from another email service to Office 365.

Service Level Metric: This option has a best effort availability goal.

HOSTED EMAIL ADD-ON OPTIONS

The following options may be added to the Hosted Exchange Services. Description of Service options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Hosted Exchange Service.

EMAIL PROTECTION

Email Protection is our SPAM filtering service that can be used in conjunction with C Spire Business email products. Email Protection provides the most comprehensive and effective SPAM-blocking product available, blocking 99 percent of SPAM and providing an industry-leading low false positive rate.

C Spire Business will provide the following support for this Service:

- C Spire Business will work with Customers to ensure firewalls are configured to accept email only from the filtering service.
- Implementation of full recipient validation.
- C Spire Business will work with Customer to ensure no dangerous file types are allowed to transit.
- Blocking or holding of encrypted zip files or email components.

EMAIL PROTECTION AVAILABILITY DEPENDENCIES

The availability of Email Protection Service is dependent on the following:

- C Spire Hosted Exchange or Office 365
- Suitable network transport from SaaS platform to mail systems.

EMAIL PROTECTION ADD-ON OPTIONS

The following options may be added to the Email Protection Service. Description of these options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of Email Protection Service.

OUTBOUND SMTP RELAY SERVICES

C Spire Business will provide an SMTP gateway service for Customer devices to be integrated with Service. SMTP authentication is required to access this service. C Spire Business and their

technology partners retain the right to determine which activities constitute abuse and misuse and suspend the service if so desired.

EMAIL ARCHIVING

Email Archiving will provide archival of all incoming, outgoing, and internal emails to a separate server and provide eDiscovery, allowing easy retrieval for legal discovery. Archive is not intended to be a backup solution for email, but a retrieval system in cases of litigation or business need.

- Hosted Exchange Shared – For Customers using a C Spire Business Hosted Exchange Shared environment, emails are archived automatically. To retrieve emails, users can submit a request through the C Spire Business Help Desk.
- Office 365 – For Customers using C Spire Business Office 365 Service, email archiving is an add-on option.
- Standalone Service – For Customers who purchase Email Archiving apart from C Spire Business' email offerings, the designated Customer administrator has an interface login where they can search the archive and export searches to a PST file.

EMAIL ARCHIVING AVAILABILITY DEPENDENCIES

The availability of Email Archiving Service is dependent on the following:

- Access to journaling, LDAP, IMAP/POP3, and EWS (HTTPS) for full functionality.

EMAIL ARCHIVING LIMITATIONS

Email Archiving Service has the following limitations:

- Email archive does not include troubleshooting, restoration, or backup of email data.
- Service does not include export of all email (available as a block of hours). If Customer has a court order or a legal audit for data, C Spire Business will work with Customer on a case-by-case basis to provide the necessary export of data.

EMAIL ENCRYPTION

This option provides the capability to encrypt outbound email. Customer must purchase this Service for all individuals sending outbound email. Outbound encrypted email sent to any other recipient will be replaced with a pointer to a secure portal whereby recipient can retrieve contents of original encrypted email. Encryption can be automatically triggered when email contains sensitive information, such as but not limited to, PHI, NPI, or any information that could be reasonably matched with keyword or pattern matching.

For Office 365, this option requires Azure Rights Management if you are not using the E3 or E5 plan.

SETUP SUPPORT

The customer may elect to have C Spire Business install and configure end user devices for an additional setup fee. Any requests for C Spire Business support will incur standard billing rates for engineering resources. C Spire Business will install and configure the email client on supported end user devices. Basic Installation fees will be included for SPLA Licensure

purchased through C Spire Business and for select open source Linux distributions. C Spire Business will provide media and license keys as necessary for these client installations. Additional software configuration may incur additional costs.

DATA MIGRATION SERVICES

The customer may elect to have C Spire Business migrate existing end user data for an additional setup fee. Any requests for C Spire Business support will incur standard billing rates for engineering resources.

If additional configuration work is required due to limitations of the Customer Network then C Spire Business reserves the right to bill customer at current hourly rates for additional configuration time. C Spire Business is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment into Customer's internal network. C Spire Business is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application into the Customer Network. Customer shall be responsible for any travel expenses incurred by C Spire Business in the course of providing onsite installation service.

ADDITIONAL MAILBOX STORAGE

This option allows Customers to purchase an additional 50 GB block of storage per mailbox above the level purchased. Storage will be billed in addition to the base Hosted Exchange product. Archiving for additional storage will be included with the additional storage purchased per mailbox.

PUBLIC FOLDERS

The Microsoft Exchange platform allows for the utilization of Public Folders.

MOBILE DEVICE INTEGRATION

The C Spire Business Microsoft Exchange Mail Service is built to offer ActiveSync and Exchange Web Services (EWS). These technologies give the Customer the ability to utilize our Exchange platform with a variety of mobile devices. Customer is responsible for all equipment/mobile plans needed to support mobile integration. Mobile device integration is available at an additional fee. Mobile Device Integration includes the following features:

- Wireless synchronization of Exchange information (email, calendar, contacts, tasks) between mobile device and the Exchange platform.
- Mobile access to the Exchange platform is available from any commercially available mobile network that supports the proper network protocols to enable device connectivity,
- Mobile devices can only be configured to access one Exchange mailbox at any point in time,
- Mobile device service will be available 24X7, 365 days a year, with the exception of planned maintenance windows.

- Customers must contact C Spire Business support before configuring their mobile devices to integrate with the Hosted Exchange Service.
- C Spire Business support of mobile devices will be done on a best effort basis.
- C Spire Business is not responsible for device configuration or malfunctions.
- Activation requests and support tickets for mobile devices will be handled during normal business hours.
- Because of the complexity of the mobile devices, the Wireless Networks and the mobile device software, Service Credits will not be available if the mobile access to the Service falls below the Availability goal.
- Trouble Tickets and Change Requests for mobile device support may only be opened by Authorized Contacts of the Service, as designated by the Customer.
- Trouble Tickets opened for mobile device issues may be charged a minimum fee OR an hourly rate if the root cause of the issue is not related to the C Spire Business Exchange configuration. C Spire Business reserves the right to bill customer at current hourly rates for configuration or support requests of this nature.

HOSTED EMAIL AVAILABILITY DEPENDENCIES

The availability of Hosted Email Service is dependent on the following:

- Space, power, hardware and network connectivity are available.
- Adequate Internet connectivity and bandwidth sufficient to support proper functionality of this service.
- It is the Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.
- Customer shall be fully responsible for providing to C Spire Business at Customer's own expense and in a timely manner the following:
 - All security for its Services and systems used or accessible in connection with Service. Customer is responsible for notifying C Spire Business of all access changes, terminations, or related events. C Spire Business is not responsible for the unexpected use of Services on the part of the Customer or its agents.
 - Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service.
 - Administrative access to DNS tool.
 - Designating an Authorized Contact(s) to be the point of contact to interface with C Spire Business Technical Support.
 - All cabling necessary to support Service.
 - Vendor support contract, contact information or any other such service required to access patches, support information, manuals, or other information related to Customer Operating System and applications.
 - Evidence of valid and current software licenses if not using C Spire Business-Provided Service Provider License Agreement (SPLA) licenses.
 - Customer shall be solely responsible for its connection to the Internet and shall maintain a valid IP address to enable Customer to use the Service. Customer shall conform to the protocols and standards published on the Internet from time to time and adopted by the majority of Internet users.

- Customer shall be solely responsible for its activities (and the activities of anyone else who obtained access to Customer's password due to actions or inactions by Customer) in using the Service including the activities of its employees and contractors.
- Customer's use of the Service is subject to all applicable local, state, national, and foreign laws and regulations. Customer agrees to comply with such laws and regulations.
- Customer shall be responsible for ensuring that Customer's email is directed through the Service by making and maintaining the appropriate configuration settings.

SERVICE DELIVERY

Upon receipt of the signed Quote, C Spire Business will provision one or more of the following for the Hosted Email Service as required:

- Exchange domain
- Exchange mailboxes for end users
- Distribution groups
- Public folders
- Migration tool
- Office 365 tenant

EMAIL PROTECTION

C Spire Business will contact Customer and coordinate redirection of Customer messaging domain MX record. Unless C Spire Business has been contracted to manage domain name services ("DNS") on behalf of Customer, Customer is responsible for coordinating updates to the Customer domain MX record. Customer is also responsible for providing C Spire Business with the appropriate Internet protocol ("IP") address to which email shall be directed. Once C Spire Business has provisioned the resources and confirmed mail flow, the Service will be considered active and billing will commence.

EMAIL ARCHIVING

- Configure email environment so that the mail server communicates with the archive server.
- Configure backend storage.
- Install software and validate installation.
- Configure archival and create policies.
- Validate that archival is working properly.

If additional configuration work is required due to limitations of the Customer network, C Spire Business reserves the right to bill Customer at current hourly rates for additional configuration time.

C Spire Business is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair,

or integration of customer equipment, software, or network application into the Customer's internal network.

HOSTED EMAIL LIMITS

OFFICE 365

Email limits are defined by Microsoft and are listed at the following:

<https://docs.microsoft.com/en-us/office365/servicedescriptions/exchange-online-service-description/exchange-online-limits>

HOSTED EXCHANGE

For C Spire's Hosted Exchange Service, the following limits apply.

- Maximum Message Size
 - 50MB for non-encrypted messages
 - 10MB for encrypted messages
- Maximum Number of Recipients per message: 200
 - For example: An email sent to two distribution groups that each contains 50 users, would be an email that has 2 recipients (the two distribution groups).
- Distribution Groups
 - Can contain internal and external recipients
 - Can be configured to receive email from the internet
 - Can be configured to block email from the internet
 - May not be used to receive email from the internet if the distribution group includes external recipients (mail relay)

ADDENDUM A – MICROSOFT CUSTOMER AGREEMENT

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

GENERAL TERMS

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

LICENSE TO USE MICROSOFT PRODUCTS

- a. License grant. Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.
- f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
 - (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
 - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms;

- (3) work around any technical limitations in a Product or restrictions in Product documentation;
 - (4) separate and run parts of a Product on more than one device;
 - (5) upgrade or downgrade parts of a Product at different times;
 - (6) transfer parts of a Product separately; or
 - (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

NON-MICROSOFT PRODUCTS

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

VERIFYING COMPLIANCE

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process.

Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

PRIVACY

- a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

CONFIDENTIALITY

- a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
- c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

PRODUCT WARRANTIES

a. Limited warranties and remedies.

- (1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
- (2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

DEFENSE OF THIRD-PARTY CLAIMS

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark,

or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

LIMITATION OF LIABILITY

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US \$5,000.
- c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

PARTNERS

- a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

PRICING AND PAYMENT

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms

related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products

by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

TERM AND TERMINATION

- a. Term. This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (1) All licenses granted under this Agreement will terminate immediately except for fully- paid, perpetual licenses.
 - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
 - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

MISCELLANEOUS

- a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until

Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

- d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

**Microsoft Corporation Dept. 551, Volume Licensing 6100 Neil Road, Suite 210 Reno,
Nevada 89511-1137 USA**

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

- k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
 - (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

DEFINITIONS

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign- up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party.

“Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non- Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.