

PRODUCT SCHEDULE

Outlook Backup for Hosted Exchange

This Product Schedule (this "**Schedule**") between Company and customer ("**You**") is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "**MSA**") by and between Company and You.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, the latter shall supersede and govern.

1. Company Services

Company reserves the right to modify or discontinue any feature or functionality of the Services, in whole or in part, at any time, provided that Company shall provide notice to You within a reasonable time period prior to any modification or discontinuance that will affect Your use of the Services. You understand that the Services may be unavailable at times due to regularly scheduled maintenance. Company shall use commercially reasonable efforts to schedule this maintenance during night, weekends or off-peak periods.

2. Software

To the extent any APIs (including any data collection agent) or other Company or third-party software (collectively "**Software**") are provided to You in connection with the Services, and subject to the payment of all Services fees due hereunder, Company grants to You a revocable, non-exclusive, non-assignable, non-transferable, and non-sublicensable limited right and license during the term of this Schedule to download, install and use the Software, including any updates and/or modifications thereto ("**Updates**"), and any accompanying documentation, solely in connection with the applicable Services, and only by authorized end users. You shall be solely responsible for the installation and use of the Software, and Company shall have no obligation or responsibility with respect thereto.

3. Use of Services or Software

The transmission of any messages or other material which constitutes an infringement of any copyright or trademark or a violation of any national security law or any law or regulation regarding the transmission of obscene, threatening, harassing, or other offensive messages, or the violation of any other applicable statutes or regulations in the United States or in other countries in which the Services are used, or the Software is downloaded, is prohibited and may result in the discontinuance of Services, termination of the Terms and appropriate legal action.

4. Disclaimer of Warranties

NO THIRD PARTY SUPPLIER OF INFORMATION OR DATA SUPPLIED UNDER ANY INFORMATION FEATURE OF THE SERVICES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH INFORMATION OR DATA AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

5. Technical Support

Company agrees to provide You with Company's standard technical support services for the Software that it makes generally available to customers, which may include periodic distribution of Updates. As Updates and new versions of the Software are made available, Company reserves the right to discontinue support for non-current releases and versions. Company shall provide You with reasonable notice of any such discontinuance.

6. Export Control

You shall not export, re-export, use, or divert the Services or the Software to or on behalf of (a) any country that is subject to U.S. economic sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), including but not limited to Cuba, Iran, Sudan, Syria and North Korea; (b) the government of any OFAC-sanctioned country, wherever located; or (c) persons or entities identified as "Specially Designated Nationals" by OFAC, or entities that are owned or controlled by a Specially Designated National. You shall not distribute or supply the Services or the Software to any person if You have reason to believe that such person intends to export, re-export or otherwise transfer the Services or the Software to, or use the Services or Software in or for the benefit of, any such OFAC-sanctioned countries, governments, persons, or entities. You shall not use the Services or the Software in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. You shall not export, re-export, or transfer the Services or the Software to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. At Your expense, You shall obtain any government consents, authorizations, or licenses required for You to exercise Your rights and to discharge Your obligations under this Schedule. Acknowledging that any data You may place on the Services or the Software may constitute an export of such data by You to one or more foreign jurisdictions, You shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.

7. License Terms

You (i) acknowledge that Company's ability to provide the Services to You is contingent upon your continued compliance with certain terms and conditions and (ii) agree to the terms set forth on Appendix A attached hereto and all other policies, terms and agreements referenced therein.

8. Steps You Must Take for the Outlook Backup Service to Function Properly

- a. *After You Order the Services, You Must Then Activate the Services in Company's Administrative Control Panel*

After You order the Services, You will still need to activate the Services through Company's administrative control panel. You will begin to be billed for the Services once You order the Services, regardless of when and whether You activate the Services. Notwithstanding the fact that you have ordered the Services, no backups will run until this activation process has been completed. If You fail to successfully activate the Services, Company will be unable to provide the Services to You. You agree that Company will not be held responsible or made liable for any loss of personal data and/or damages caused in connection with or as a result of Your failure to properly activate the Services.

- b. *You Are Solely Responsible for Determining the Frequency with Which the Backups Will Run and the Mailboxes that Will Be Subject to the Services*

As part of the activation process described above, You will be required to select the frequency with which You desire the Services (i.e., the backups) to be run on Your account (e.g., one-time, monthly, weekly). You are solely responsible for selecting such frequency. Company assumes no liability or responsibility for Your failure to (i) successfully activate Your Services, (ii) schedule recurring backups (as opposed to a one-time backup) or (iii) capture all desired content due to Your selected frequency of backups (i.e., not running backups frequently enough).

You are solely responsible for determining which mailboxes will be included in the backups performed on Your account. If You fail to activate the Services for one or more mailboxes on Your account, backups will not be created for such mailboxes. In addition, the Services will not automatically apply to newly created mailboxes on Your account, unless You proactively configure

the Services to apply to all newly created mailboxes. Otherwise, the default configuration is that the services will not apply to newly created mailboxes on Your account.

You agree that Company will not be held responsible or made liable for any loss of personal data and/or damages caused in connection with or as a result of Your failure to properly set the frequency of the Services or Your failure to configure the Services so that they apply to all desired mailboxes.

9. Restrictions on Service

Company's Outlook Backup Service does not create a backup of any emergency mailboxes created in connection with Company's Email Continuity Service. Any data that is contained only in an emergency mailbox will not be backed up in connection with the Services until the first backup is run after such data has been copied back to the user's primary mailbox (i.e., after the end of the applicable outage).

10. Service Level Agreement

Company does not offer a separate Service Level Agreement for its Outlook Backup service.

11. Customer Pricing

Details of Your Service-specific pricing can be accessed via Company's administrative control panel or other Company-provided web portal.

APPENDIX A. TERMS OF SERVICE

By using Company's Outlook Backup service (the "**Services**"), you are agreeing to the terms and conditions herein. Accordingly, please read them carefully.

End User License Agreement

The Services are provided to you in part by Company. By using the Services, you are agreeing to the terms and conditions herein. Accordingly, please read them carefully.

Using the Services

1. In order to use the Services, you will be required to establish a user account (a "**User Account**"). To do so, you will need to provide us with certain information ("**Account Information**"). You agree that the Account Information you provide is true, accurate, current and complete. If any of your Account Information changes, you must update it by using the appropriate update mechanism once you are logged into your account.
2. You are solely responsible for all usage or activity on your User Account including, but not limited to, use of your User Account by any person who uses your Account Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
3. You agree to use the Services only for lawful purposes, and that you will not use the Services in any manner that interferes with its security, its normal operation or with any other user's use and enjoyment of the Services. You may not: (i) misuse the Services; or (ii) decompile, disassemble, decrypt, extract or otherwise attempt or assist others to reverse engineer or derive the source code related to the Services.
4. We reserve the right to suspend or stop providing the Services to you if you do not comply with these Terms of Service or if we are investigating suspected misconduct.

Intellectual Property

5. You acknowledge and agree that Company or its licensors own all right, title and interest in and to the Services, and that these Terms of Service do not grant to you any right, title or interest in or to the Services, other than the limited ability to use the Services (subject to the terms and conditions herein). You may not remove, obscure, or alter any copyright or other legal notices displayed in or along with the Services.

Indemnification

6. You agree to indemnify Company, and its affiliates, directors, officers, employees, agents, licensors, suppliers, content providers, and the like (collectively, the "**Affiliates**"), and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees) which may arise from your breach of these Terms of Service.

Disclaimers and Limitation of Liability

7. The Services display some content that is not Company's. This content is the sole responsibility of the person or entity that makes it available to you through the Services. We are not responsible for any such content.
8. THE SERVICES ARE PROVIDED TO YOU ON "AS IS" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, COMPANY

DOES NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) ERRORS OR OTHER DEFECTS IN THE SERVICES WILL BE CORRECTED. COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. IN NO EVENT SHALL COMPANY OR ANY OF ITS AFFILIATES, BE LIABLE FOR ANY GENERAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SERVICES, EVEN IF COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

Dispute Resolution/Arbitration

10. Any controversy, dispute, claim, or difference ("Claim") arises whatsoever between Company and you will be referred to and determined by arbitration to the exclusion of the courts. If you have a Claim, you should give written notice to Company at the mailing address or email address available on Company's website. You agree to waive any right you may have to commence or participate in any class action against Company related to any claim where such waiver is permitted. Where applicable, you also agree to opt out of any class proceedings against Company.
11. These Terms of Service shall be governed by and construed in accordance with the laws and courts of the jurisdiction set forth in Your Master Service Agreement with Company.

Modifying and Terminating the Services

12. You can stop using the Services at any time. Company may also stop providing the Services to you, or correct, update, modify, enhance, or replace the Services from time to time.

General

13. All references in this Agreement to "Company ", "we", "us", "our" and like terms should be interpreted accordingly. The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of these Terms of Service. These Terms of Service is the entire agreement between you and Company with respect to the Services, and your use of same. Sections 6 through 11, and 13 shall survive any termination or expiration of these Terms of Service for any reason. You may not sub-license, transfer, sell or assign your User Account, and/or these Terms of Service to any third party. The parties have expressly required that these Terms of Service be set forth and executed in the English language.