



STATEMENT OF WORK FOR
MICROSOFT® ONLINE SERVICES

Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

1. MICROSOFT ONLINE SERVICES. “Microsoft Online Services” means Microsoft® Office 365 and Microsoft Online Services you purchase through SilverSky inc. (“Us” or “We”). End users authorized by you to receive Microsoft Online Services (each a “User”) will be provided Microsoft Online Services connected to the domain name(s) you specify to us. You (Individually or representing the “Company”) must be the registered owner of the domain(s) you provide to us. We will provision your specified domain name(s) and User(s) on or before the date we first make Microsoft Online Services available to you (“Launch Date”). Additional domain names and Users may be established thereafter. Microsoft Online Services are provided by Microsoft on infrastructure that is neither owned nor operated by SilverSky.

2. ADMINISTRATORS. Prior to the Launch Date, you will appoint up to three administrators, each of whom will have the power to act as your agent, with the authority to make decisions and give notices on your behalf (“Administrators”). Administrators’ authority includes, but is not limited to (i) controlling the creation and deletion of Users and domain names; (ii) managing changes to User information (such as changes to User name or password); (iii) serving as our authorized technical contact for Microsoft Online Services; (iv) setting business rules/policies and/or filters on the Microsoft Online Services that may filter and/or terminate emails sent to or by Users without delivering them; (v) monitoring complaints against Users. At least one Administrator must attend a training session on Microsoft Online Services, which we will provide at no charge. You may replace Administrators at any time upon notice to us.

3. TECHNICAL SUPPORT. You will have sole responsibility for handling technical support inquiries from your Users. We will have responsibility for responding to inquiries from your Administrators regarding Microsoft Online Services. We will respond to inquiries from your Administrators on a 24x7 basis; provided that inquiries (i) must be submitted via toll-free telephone or email in the English language, and (ii) such inquiries will be responded to in English.

4. STORAGE ALLOCATION. Your Administrators may distribute the base storage and additional storage that you may purchase among your public folders and individual Users in their sole discretion using the administrative functions of Microsoft Online Services; provided that we will invoice you for each User at the applicable base storage allocation indicated in the Order Form. When they are approaching or have reached the base storage allocation or the storage capacity designated by your Administrators, we will notify Users that their outbound emails from the User will be prohibited and/or their inbound emails be undelivered unless their storage capacity is increased by the reduction of then stored messages or an increase in storage allocated to them.

5. YOUR DATA. You retain all right, title, and interest in and to your data. You authorize us to permit Microsoft and our third-party contractors to access your data for the purpose of providing Microsoft Online Services to you. Neither we, nor Microsoft nor any of our contractors acquires any rights in your data other than the rights you grant to each of us for the applicable Microsoft Online Service. This does not apply to software or Microsoft Online Services licensed to you. You may be able to submit data for use in connection with Microsoft Online Services. When you submit data for use with any Microsoft Online Service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish and modify your data;
- Publish your name in connection with the data; and
- Facilitate others’ ability to do the same.

Your data will be used only to provide Microsoft Online Services to you. This may include transition services, troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Microsoft Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the User (such as malware or spam). Neither we, nor Microsoft nor any of our contractors will use your data or derive information from it for any commercial purposes.

6. ACCEPTABLE USE POLICY. Neither you, your Users, nor anyone that accesses Microsoft Online Services through you may use the Microsoft Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to use the online service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- to falsify any protocol or email header information (e.g., “spoofing”);
- to spam or distribute malware;
- in a way that could harm the online service or impair anyone else’s use of it;
- or for any high-risk use (where failure or fault of the online service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).



7. SUSPENSION/TERMINATION. We may suspend a Microsoft Online Service and Microsoft may suspend a Microsoft Online Service, in whole or in part, in the following circumstances:

1. if We believe or Microsoft believes that your use of the Microsoft Online Service represents a direct or indirect threat to the function or integrity of our networks or Microsoft's network, or anyone else's use of Microsoft Online Services;
2. if reasonably necessary to prevent unauthorized access to customer data;
3. to the extent necessary to comply with legal requirements; or
4. if you do not abide by the Acceptable Use Policy or violate other terms of this Attachment.

We will provide, or Microsoft will provide, advance notice before suspending a Microsoft Online Service, except where we or Microsoft reasonably believe an immediate suspension is required. If you fail to fully address the reasons for the suspension within 60 days after the Microsoft Online Service is suspended, your subscription may be terminated and (notwithstanding the provisions of Section 9 of this Attachment) your data may be deleted without any retention period. You will not be entitled to a refund or credit for suspended or terminated Microsoft Online Service and you will owe a cancellation fee equal to the full amount of our monthly invoice to you with respect to the suspended or terminated Microsoft Online Service(s) multiplied by the number of months remaining in your then-current term.

8. TERM AND TERMINATION. This Attachment will be in effect during the Initial Term set forth in Order Form and will thereafter automatically renew for a period equal to the Initial Term as provided in Order Form. The fee schedule listed in Order Form will remain in place during the Initial Term; all fees and related pricing will be subject to a standard price adjustment of a maximum of 5% or the percentage increase in the CPI for the preceding year as publicly reported as of the renewal date. Intention not to renew must be provided at least 60 days prior to the beginning of the renewal term. The sections related to Payment Terms, Limitation of Liability, Warranties, Indemnity, Confidentiality and Intellectual Property from the General Terms and Conditions, as provided in the referenced General Terms and Conditions document, will survive the expiration or termination of this Attachment for any reason. Within 10 days after the expiration or termination of this Attachment for any reason, you must pay all undisputed fees accrued and unpaid at the time of termination, and the cancellation fee if applicable.

9. RETENTION PERIOD. Upon expiration or termination of your Microsoft Online Service subscription, you may contact us and tell us whether to:

1. disable your account and then delete your data; or
2. retain your data stored in the Microsoft Online Service in a limited function account for an individual mailbox basis for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

If you indicate (1), you will not be able to extract the data from your account. If you do not indicate (1) or (2), your data will be retained in accordance with (2). Following the expiration of the retention period, Microsoft will disable your account and delete your data. The Microsoft Online Service may not support retention or extraction of software provided by you to run in Microsoft Online Services. You agree that, other than as described in these terms, neither Microsoft nor SilverSky have any obligation to continue to hold, export or return your data. You agree that neither Microsoft nor SilverSky will have any liability whatsoever for deletion of your data pursuant to these terms.

10. FEES. You will pay us the fees set forth in the Order Form for Microsoft Online Services you purchase. We will invoice you for Microsoft Online Services monthly in advance and arrears according to our established billing cycle.

11. ADDITIONAL TERMS AND CONDITIONS.

11.1. MICROSOFT TERMS. You are bound by, and you will ensure that each of your Users agree to be bound by the Microsoft Online Service Terms found at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>

In addition, the Microsoft Software Terms set forth in Exhibit A to this Attachment apply to all software that you access or use through Microsoft Online Services and you will also ensure that your Users comply with the Microsoft Software Terms. The Microsoft Online Service Software Terms and the Microsoft Software Terms may be changed at any time. We will notify your Administrators of those changes. Without limiting any other remedies, we may suspend or terminate a User's Microsoft Online Services without notice if the User breaches the Microsoft Online Service Terms or the Microsoft Software Terms.

If we believe, in good faith, at any time during the term of this Attachment, that you or any of your Users have breached or are not complying with the Microsoft Online Service Terms or the Microsoft Software Terms, you will cooperate in good faith with us in investigating and remedying such noncompliance. You authorize us to provide such information about the use of the Microsoft Online Services by you and your Users as we require for the purpose of assessing compliance with Microsoft Online Service Terms or the Microsoft Software Terms.

11.2. ADDITIONAL INDEMNITY. In addition to your other indemnity obligations under the MSA, you will indemnify us, in the manner described in the MSA, against all loss, cost, damage and expense that we incur as a result of claims in any form by third parties arising from: (i) Users' use of Microsoft Online Services; (ii) your website; (iii) intellectual property infringement claims related to the domain name(s) or content; and (iv) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of any Microsoft Online Service.



11.3. ADDITIONAL DISCLAIMERS. Neither we nor Microsoft guarantees continuous, uninterrupted, malware-free, virus-free or secure Microsoft Online Services, and we are not liable if you or your Users are unable to access any Microsoft Online Service at any specific time. We do not guarantee that we or Microsoft will be able to replace any of your information, content or other data that may be lost, damaged or stolen resulting from use of any Microsoft Online Service.

12. YOUR OBLIGATIONS AND CONSENT. You represent that you have the necessary rights to any data, software programs or Microsoft Online Service that you use in connection with your and your Users' access to or use of Microsoft Online Services and that such activities do not infringe the intellectual property or other proprietary rights of any third party. You will access or use the Microsoft Online Services (a) without violating the rights of any third party or purporting to subject Microsoft or us to any other obligations to you or any third party, and (b) solely in a manner that complies with all applicable laws and regulations. You and your Users consent to receipt and use by us and by Microsoft of information relating to you and your Users, which may include personal information, in order to provide Microsoft Online Services. This includes your consent to the collection, use, transfer, disclosure and processing of your data and your User's data, including personal data, including but not limited to use for the purpose of providing Microsoft Online Service.

13. PRIVACY. Personal data collected through Microsoft Online Services may be transferred, stored and processed by Microsoft in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the Microsoft Online Services. By using Microsoft Online Services, you consent to, and represent that your Users consent to, transfer of personal data outside of your country. Additional information regarding Microsoft's privacy and security practices with respect to Microsoft Online Services may be found at <https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-platform-service-description/privacy-security-and-transparency>

14. SERVICE LEVELS. The Service Level Agreement for Microsoft Online Services (the "SLA") may be found online at <http://www.aka.ms/csla> . If Microsoft fails to meet the minimum Monthly Uptime Percentage described for a Service, you may submit a claim for a service credit. You must submit a claim to customer support at supportdb@silversky.com that includes: (i) a detailed description of the Incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. We must receive the claim and all required information by no later than five business days before the end of the calendar month following the month in which the Incident occurred. We will submit the information you provide to us to Microsoft. Microsoft will evaluate all information submitted and make a good faith judgment on whether a service credit is owed. Microsoft will use commercially reasonable efforts to process claims during the subsequent month and within 45 days of receipt. You must be in compliance with MSA and this Attachment in order to be eligible for a service credit. If Microsoft determines that a service credit is owed to you, we will apply the service credit to your applicable monthly service fees.



Exhibit A
MICROSOFT SOFTWARE TERMS

These Microsoft Software Terms apply to Microsoft software that is accessed or used in connection with the use of Microsoft Online Services (“Software Products”). SilverSky does not own the Software Products and the use thereof is subject to certain rights and limitations of which SILVERSKY needs to inform you. Your right to use the Software Products is subject to your agreement with SilverSky, and your understanding of, compliance with and consent to the following terms and conditions, which SilverSky does not have authority to vary, alter or amend.

1. DEFINITIONS.

“**Client Software**” means software that allows a Device to access or utilize a Microsoft Online Service or Software Product, or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or other electronic device.

“**Server Software**” means software that provides a Microsoft Online Service, a Software Product or functionality on a computer acting as a server.

“**Redistribution Software**” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

2. OWNERSHIP OF SOFTWARE PRODUCTS. The Software Products are licensed to SilverSky from an affiliate of the Microsoft Corporation (“**Microsoft**”). All title and intellectual property rights in and to the Software Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Software Products) are owned by Microsoft or its suppliers. The Software Products are protected by copyright laws and international treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by SilverSky only in accordance with the instructions, and only in connection with the Microsoft Online Service, provided to you by SilverSky. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4. USE OF REDISTRIBUTION SOFTWARE. In connection with the Microsoft Online Service provided to you by SilverSky, you may have access to certain “sample,” “redistributable” and/or software development (“**SDK**”) software code and tools (individually and collectively “**Redistribution Software**”). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE MICROSOFT ONLINE SERVICE PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO SILVERSKY, WHICH TERMS MUST BE PROVIDED TO YOU BY SILVERSKY.** Microsoft does not permit you to use any redistribution software unless you expressly agree to and comply with such additional terms, as provided to you by SilverSky.

5. COPIES. You may not make any copies of the Software Products; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by SilverSky; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with SilverSky, upon notice from SilverSky or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the Software Products.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7. NO RENTAL. You may not rent, lease, or lend, pledge, or directly or indirectly transfer or distribute the Software Products to any third party, and you may not permit any third party to have access to and/or use the functionality of the Software Products except for the sole purpose of accessing the functionality of the Software Products in the form of software Microsoft Online Service in accordance with the terms of this document and any agreement between you and SilverSky.

8. TERMINATION. Without prejudice to any other rights, SilverSky may terminate your rights to use the Software Products if you fail to comply with these licensing terms. In the event of termination or cancellation of your agreement with SilverSky, or SilverSky’s agreement with Microsoft, you must stop using and/or accessing the Software Products, and destroy all copies of the Software Products and all of its component parts.

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- 10. PRODUCT SUPPORT.** Product support for the Software Products is provided to you by SilverSky and is not provided by Microsoft or its affiliates or subsidiaries.
- 11. NOT FAULT TOLERANT.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
- 12. EXPORT RESTRICTIONS.** The Software Products are of U.S. origin for purposes of U.S. export laws. You agree to comply with all applicable international and national laws that apply to the Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- 13. LIABILITY FOR BREACH.** In addition to any liability you may have to SilverSky, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- 14. PROPRIETARY RIGHTS NOTICES AND OTHER RIGHTS.** You must not remove, modify or obscure any Microsoft copyright, trademark or other proprietary rights notices that are accessible to you in copies of the Software Products or through your use of the Microsoft Online Service, and you must ensure that your Users do not. Rights to access the Software Products on any Device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that Device.



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