



SERVICE ATTACHMENT 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**



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



be found at <https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-platform-service-description/privacy-security-and-transparency>

11. SERVICE LEVELS.



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 Redistosoft y TDTw(Y37.4ib)-8(u)-l6p/or sE7suelnt, “smart ph0 TD.00039tc3()J98(de an)6.7(tre)-3



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