

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

on Microsoft Online Services, which we will provide at no charge. Ye

Administrators at any time upon notice to us.

3. T

ECHNICAL 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. 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

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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



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

11. Service Levels.

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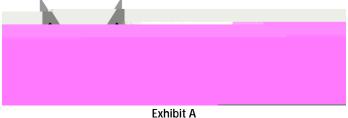


Exhibit A MICROSOFT SOFTWARE TERMS

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.
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