

## SERVICE SPECIFIC TERMS

Acceptance of your applicable terms of service (e.g., the applicable standard Terms and Conditions ([www.zix.com/terms](http://www.zix.com/terms)) (“Underlying Agreement”)), incorporates the terms of this Service Specific Terms into the Underlying Agreement by reference. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the applicable Terms and Conditions (the “Agreement”).

### 1. Microsoft Corp Products and Services.

The terms applicable to Microsoft products and services are available on the Microsoft website, including:

- a. Terms of Use: <https://www.microsoft.com/licensing/docs/customeragreement>
- b. BAA: <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=52&Language=1>

### 2. Large File Transfer Service.

The following terms apply to Company large file transfer services:

Data Retention is a setting that you control by making a support request; however, this is not an archiving service and your data will be retained for no longer than four (4) years.

### 3. Archiving Service.

The following terms apply to Company archiving services:

- a. *Third-party accounts.* Customer is responsible for configuring applicable third-party platforms or systems to transmit Customer Data to the Archive Service. You are responsible for obtaining access approval from each individual end user. Third-party email, social media, and other communication services are not offered, controlled or provided by the Company, so the Company is not responsible for how a third party transmits, accesses, processes, stores, uses or provides data to the Company. Data that Customer sends on removable media to Company for import into the Archive Service as Customer Data may be subject to import fees.
- b. *Data Retention.* Retention of information archived in the archiving services is based on variables set or implemented by you. You are responsible for using archiving and managing retention of archived information in accordance with applicable law, third-party email service terms and conditions, and your own internal retention requirements. If you require your Customer Data captured by the Service to be retained after the terms of the Service expires, then you must purchase extended data retention. Following termination of the Agreement, Company reserves the right, in its sole discretion and subject to applicable law and regulations, to delete archived information. Archiving Services allow you to download archived information, and professional data exportation may be available by signing a separate Order Form at additional charge.
- c. *FINRA/SEC Archiving Obligations.* If applicable to you, this agreement does not relieve you from any responsibilities you have under SEC Rules 17a-3 and 17a-4. If you elect to cease using the Company, for some or all of your records preservation, the obligation to maintain and preserve books and records reverts back to you and you must provide written instructions to Company in order to transfer your records to you or an alternative recordkeeping service.

### 4. Microsoft O365 Support Plan.

The following terms and conditions will apply to the maintenance and support services (“Support”) provided by the Company for Customer’s use of Microsoft Office 365 (“O365”) which Customer has licensed directly from Microsoft Corp and which is hosted by Customer, Microsoft Corp. or a third party hosting provider (the “Hosting Provider”). Notwithstanding anything herein to the contrary, Customer agrees and acknowledges that (1) Company makes no representations or warranties whatsoever with respect to O365 or the hosting services, including any warranties as to the quality, suitability, accuracy or availability of either O365 or the Hosting Provider or; and (2) Customer shall look solely to Microsoft Corp. and/or its Hosting Provider, as applicable and the relevant terms and conditions published by Microsoft Corp. and/or its Hosting Provider, as applicable, relating to O365 and/or the hosting services, as applicable, for any service levels, uptime, availability, warranty or indemnity claims and hereby releases and waives any such claims with respect thereto as against Company. This Support may be provided, in whole or in part, by affiliates, subsidiaries or subcontractors of Company. In no event will support consist of user level training on how to use the functionality of O365 (i.e., how to word process or create a presentation).

**a. Contact.**

Only designated administrators may request information, changes, or technical support for the account. Company shall not be obligated to respond to Support requests from any person or entity other than designated representatives of Customer that have been previously registered with Company's Support. Customer is responsible for providing updates to the list of designated representatives and associated contact information. Only designated representatives will receive service notifications.

**b. Coverage Hours.**

Support shall be accessible 24 hours a day, 7 days per week except for any downtime experienced due any of the following causes:

- i. unavailability caused by routine maintenance or a suspension of O365;
- ii. unavailability caused by Customer's content related other than to scalability or volume;
- iii. unavailability caused by acts or omissions of Customer, Microsoft Corp. or the Hosting Provider (or any agents of the same, respectively);
- iv. unavailability caused by the failure or downtime of hardware, servers or services hosting O365 that is not caused by Company;
- v. unavailability caused by Company's blocking of Customer content that Company determines to be in violation of the Agreement between Company and Customer or the policies and terms of Company;
- vi. unavailability caused by a force majeure event;
- vii. unavailability caused by a denial of service attack or unauthorized access or hacking;
- viii. unavailability caused by Customer's failure to meet the terms and conditions of the Agreement between Company and Customer;
- ix. downtime not reported by Customer within thirty (30) days of the day the downtime first began;
- x. time required to load, reload, configure or reconfigure O365; or
- xi. time required to restore from backup.

Company reserves the right, from time to time, upon prior notice to Customer, to add, change, or discontinue any of the terms of this Support. Company may discontinue Support for any Service that Company has discontinued. In such event, Company will credit Customer's account for a pro rata portion of any prepaid fees under the Agreement.

**c. Technical Support, Error Response, Professional Services.**

Customer will establish (to the extent it has not already established) and maintain the organization and processes (to the extent not already maintained) to use commercially reasonable efforts to provide "First Line Support" for O365 directly to its end users. Besides user creation, password reset, group creation, and group management, First Line Support will be as follows: (a) a direct response to its end users with respect to inquiries concerning the performance, functionality, or operation of the O365, (b) a direct response to its end users with respect to problems or performance deficiencies with the O365, (c) initial trouble-shooting of problems or performance deficiencies of the O365, (d) a resolution of problems or performance deficiencies in the O365 reasonably solvable with reference to the associated Documentation, (e) regarding hardware, installation of Customer replaceable units, and (f) regarding hardware, completion of required engineering changes as described below under the heading "Engineering Changes". If, after commercially reasonable efforts, Customer is unable to diagnose or resolve problems or performance deficiencies in the O365, Customer may contact Company.

Customer will provide timely diagnostic information to Company, as requested by Company and as required to resolve errors. Company may collect and use performance and technical diagnostic information pertaining to the O365 ("Diagnostic Information") gathered as part of the product support services provided to Customer. If Customer does not provide such assistance and information, then Company will be relieved of further performance with respect to the resolution of any errors.

Customer should contact Company when a problem cannot be resolved by the Customer. A problem ticket is created for every reported problem. Company will resolve the problem or escalate the problem to be diagnosed, replicated, researched, and corrected, as appropriate, in the shortest time reasonably possible. The problem is assigned a severity, which determines the urgency and effort applied to the Problem. Customer is responsible for providing resources and documentation sufficient for Company to reproduce any reported problem, including a detailed description of the problem, any log files, steps to replicate, environmental network interdependencies and descriptions, or any other information required by Company to replicate and resolve the problem. Further, Customer shall allow reasonable remote or local access to premises for Company employees or designees to provide Support as set forth herein.

Once a problem is reported to Company as set forth herein, Company provides Second Line Support for any problem escalated by Customer. Company offers Customers training and Support documentation for supporting their End-Users. Support documentation

includes End-User instructional materials and front-line support documentation that covers error messages, corrective actions, troubleshooting steps and escalation procedures.

Company is responsible for using commercially reasonable efforts to correct problems as quickly as commercially possible. Escalation procedures ensure problems are corrected or a satisfactory workaround is provided to Customer. The assigned severity code determines the escalation path and time commitments for problem correction. Company maintains a multi-tiered escalation procedure. At each level of the escalation, additional resources and higher technical knowledge are applied to correct the problem.

Microsoft Corp. technical support must address all software errors and bugs originating in O365. Company will use commercially reasonable efforts to escalate these errors to Microsoft support. Company will use commercially reasonable efforts to implement changes, such as a work around, that is identified by Microsoft and made available to Customer to implement. Company will advise Customer periodically at reasonable intervals as to the progress made by Microsoft in diagnosing and/or correcting any reported Error (to the extent Company is made aware of the progress).

Notwithstanding anything to the contrary, Service upgrades and releases do not include any new services that are separately priced and licensed by Company.

#### **5. Global Relay Products and Services.**

The terms applicable to Global Relay products and services are available on the Global Relay website, including:  
<https://globalrelay.com/company-info/terms-of-use>