This Service Schedule (the “Schedule”), between Sherweb Inc. ("Provider") and You, the organization purchasing the Office Protect Service, as identified as part of the subscription process for the Service ("You" or "Your"), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable ("MSA") by and between Provider and You.

This Schedule includes the terms and conditions governing the Service provided to You under the Agreement. By accepting the MSA, by subscribing to or by using the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. 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, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definition(s) apply:

“Office Protect” or “Service” means Provider’s web-based application used to set and monitor security for Microsoft Office 365 application.

2. Service

2.1. Subscription. Subject to the terms and conditions of the Agreement, You may access and use the Service. Provider retains all right, title, and interest in and to the Service, including without limitation all computers, other hardware, and software incorporated into or used by the Service, and this Agreement does not grant You any intellectual property rights in the Service or any of its components.

2.2. Microsoft Office 365. You acknowledge and agree that: (i) the Service does not include the Microsoft Office 365 subscription and constitutes a service to be used along with a Microsoft Office 365 subscription; (ii) the Service is dependent upon Microsoft’s application programming interface (API) and the information provided by Microsoft; and (iii) Provider will modify Your settings of Microsoft Office 365 as necessary in order to provide the Service.

3. Warranty and Disclaimers

3.1. Warranty. Provider warrants to You that the Service will be provided substantially in accordance with the online documentation for such Services posted by Provider on its web site, as such documentation may be updated from time to time. Provider warrants to You that the Service was built based on Provider’s best knowledge and understanding of the security best practices as of the date the Service was designed and developed.

3.2. Warranty Disclaimer. OTHER THAN AS EXPRESSLY WARRANTED IN SECTION 3.1 ABOVE, PROVIDER MAKES NO WARRANTY THAT THE SERVICE WILL PROTECT YOUR USE OF MICROSOFT OFFICE 365 OR YOUR ORGANIZATION FROM SECURITY THREATS SUCH AS PHISHING, VIRUSES, SPYWARE, MALWARE OR RANSOMWARE, THAT THE SERVICE OR ANY FEATURES OR FUNCTIONALITY THEREOF, WILL BE UNINTERRUPTED OR AVAILABLE WHEN NEEDED OR THAT THE DATA AND INFORMATION YOU PROVIDE IN CONNECTION WITH USE OF THE SERVICE WILL BE SECURE, BACKED-UP OR PRESERVED. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL APPLY IN ADDITION TO ANY DISCLAIMER OF WARRANTY SET FORTH IN THE MSA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Under no circumstances shall Provider be held liable for direct or indirect damages arising out of the use, performance, or delivery of the Service, any damage or loss allegedly caused by the use of or inability to use the Service or any Updates, even if Provider had been advised of the possibility of such damages either directly or indirectly, including (but not limited to) business interruptions, monetary loss or loss of anticipated income as a result of the use of the Service, loss of business information, attorney’s and expert’s fees and court costs or any other pecuniary loss.

3.3. Service Availability Warranty. Provider covenants to a 99.999% Service Availability for the Service. In addition to the Service Outage Exclusions described in the MSA, if a Service Outage is caused by or arising from an issue with Microsoft’s application programming interface (API) or the information to be provided by Microsoft, any related period of unavailability shall constitute a Service Outage Exclusion under the MSA.