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

This Schedule includes the terms and conditions governing the Services provided to You under the Agreement. By accepting this Schedule between You and Provider - by checking the “I have read and accept the Terms and Conditions” box when completing the Account creation, by logging in on Provider administrative web Portal, or by placing an order for any of the Services, 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 definitions apply:

“Supported Products” means the products for which You have requested Provider to provide Support Services.

“Support Services” means the support services You have subscribed to for the Supported Products.

2. Service

Provider shall provide You those Support Services to which You have subscribed to for the Supported Products as further described on Provider’s website at: http://images.sherweb.com/legal/SherWeb-Premium-Services-Description.pdf. Provider shall perform all Support Services in a good and competent manner, using the degree of skill, care, and judgment consistent with customarily accepted good business practices and in compliance with the terms of the Agreement.

3. General Exclusions and Restrictions

3.1. Out of Scope Services and Exclusions. Out-of-scope support and migration services may be subject to additional Fees. Upon request, Provider shall provide You with the applicable Fees for such out-of-scope services. In addition to the exclusions set out in this Schedule, certain services may be excluded from the Support Services provided by Provider, in which case Provider shall advise You of such exclusions.

3.2. Minimum System Requirements. Any technology no longer supported by the original manufacturer may have limited support. Please refer to Microsoft guidelines in regards to minimum system requirements and support: [https://products.office.com/en-us/office-system-requirements]

3.3. Tablet and Mobile Application Support. Unless otherwise noted, tablet and mobile application support shall be provided primarily through voice-based support. Remote access shall be used when appropriate, in Provider’s sole and entire discretion, to meet a request for device assistance. Tablet and Mobile Application support included in the Support Services shall be limited to the support of Office 365 applications that are downloaded only from the mobile device’s operating system’s primary location for applications (for example, Windows Store, Google Play, or iTunes)(and not, for example, through jailbreaking or sideloading), using an authorized account. Provider shall not provide support for third-party applications that do not meet the above requirements, provided, however, that Provider will use commercially reasonable efforts to assist You when appropriate and in its sole discretion, including referral to the application supplier for resolution.

3.4. Other Exclusions. The following exclusions shall also apply to the Support Services: (a) Provider has no obligation to perform the Support Services if it feels, in its sole discretion, that its performance of the Support Services could: (i) invalidate or potentially invalidate manufacturer warranties; (ii) constitute or potentially constitute rooting or jail breaking; (iii) replace or upgrade an existing operating system installation; (b) the Support Services will not be performed on devices that have been rooted or jailbroken, or if the manufacturer’s warranty has been invalidated; (c) the Support Services will also not be provided on illegal or
unlicensed copies of software, applications, or operation systems; (d) the Support Services do not include troubleshooting or support for third-party services or add-ins; (e) the Support Services do not include the troubleshooting and resolution of Internet connectivity issues between the modem/router and service provider’s network (these issues will be directed to the service provider’s support organization for resolution) or the resolution of hardware issues (these issues will be directed to the OEM’s support organization for resolution); and (f) the Support Services do not include general “how to” information or in-depth training and usage assistance for Office 365 applications (Word, Excel, Project, Visio etc.), nor does it include in-depth training and usage assistance for administrative functions.

3.5. **Not a replacement for regular maintenance or back-ups.** The Support Services do not constitute a substitute or replacement to the appropriate steps You should take to maintain and safeguard Your computer systems and Supported Products using regular backups, running up-to-date anti-virus products and adopting other relevant security and maintenance procedures.

3.6. **Incident Resolution Time.** Provider makes no guarantees or commitments regarding the length of time that may be required for resolving incidents or providing support under the Support Services.

3.7. **Acceptable Use.** Provider reserves the right to not provide the Support Services, and shall not be considered in default under the present Agreement if, in Provider’s sole and entire discretion: (a) the provision of Support Services under this Agreement is, will be, or becomes commercially unreasonable or detrimental to Provider; (b) the services being requested by You fall outside the scope of the Support Services; (c) You are abusing, overusing, or misusing the Support Services being provided by Provider; (d) Your use of the Support Services may violate applicable laws or regulations.

3.8. **Remote Access.** The Support Services may be delivered remotely to You. In such a case, Provider may be required to have remote access to Your computer systems. If You do not provide Provider with such remote access or if You are unable to provide such access, Provider may not be able to provide the Services, and in such case Provider shall not be considered in default under the terms of this Agreement. Furthermore, You warrant that Provider’s remote access to Your computer systems does not and will not violate any Applicable Law, nor any privacy or confidentiality undertakings to which You may be bound.

4. **Your Obligations**

You undertake to: (a) work collaboratively with Provider and establish, to the extent possible, internal procedures in order to limit the number of calls that are unrelated to the Support Services; (b) comply with the terms of the Agreement which governs the receipt of the Support Services by You; (c) not make the Support Services available to a third party, except as permitted in this Agreement; (d) not distribute or make the Support Services available through another reseller or distributor; (e) name a contact person who will be responsible for receiving any questions, comments, requests or complaints from Provider with regards to the Support Services.