SERVICE SCHEDULE

SHAREPOINT CLOUD SERVICES

This Service Schedule (the “Schedule”), between Sherweb Inc. (“Provider”) and You, the organization purchasing the Sharepoint Cloud Service (“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 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 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 definitions apply:

"Managed Service" means Provider SharePoint dedicated servers and application service, plus Technical Support, as further described in Section 2.2 below.

“Microsoft” means Microsoft Corporation or any of its Affiliates.

“Microsoft End-User License Terms” means the latest version of the Microsoft license terms applicable to the End-Users located at http://www.microsoftvolumelicensing.com/. Current version of the Microsoft End-User License Terms is attached hereto as Schedule A.

“Microsoft Product” means a Microsoft software or product provided to You by Provider as part of the Services, as well as any fixes or patches that Microsoft generally makes available to its customers.

"Microsoft SharePoint" means the SharePoint Web application platform developed by Microsoft, and provided by Provider as part of the Service.

“Sharepoint Multi-Tenant Cloud Service” means Provider’s application service for browser-based collaboration and document management, created using the same Microsoft SharePoint application shared by multiple clients simultaneously.

“Sharepoint Private Cloud Service” means Provider’s application service for browser-based collaboration and document management, created using Microsoft SharePoint application dedicated for each client, and provided as Managed Service or Unmanaged Service.

"Unmanaged Service" means Provider SharePoint servers, plus Technical Support, as further described in Section 2.3 below. Unmanaged Private Cloud SharePoint Service does not include any SharePoint applications that Provider licenses for use on a fully- or partially-private cloud.

2. Sharepoint Private Cloud Service

2.1. Subscription. If selected, You may access and use Sharepoint Private Cloud Service, subject to the terms and conditions of the Agreement.

2.2. Managed Service. For Managed Service, Provider provides server and software maintenance, including 24/7 monitoring, deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this Schedule.
2.3. **Unmanaged Service.** For Unmanaged Service, Provider does not provide server and software maintenance and does not guarantee the Service Availability. Provider provides necessary Remote Desktop Protocol (RDP) and File Transfer Protocol (FTP) access for Provider to perform necessary maintenance according to the provisions set forth in this Schedule. It is Provider sole responsibility to take the appropriate measures to manage Your SharePoint account, including keeping Yourself informed of and installing any software patches, bug fixes, service packs, and same-version upgrades, and monitors required or useful for Provider use of this Account. Provider shall not be liable for damages resulting, directly or indirectly, from Your management of Your SharePoint account or Your failure to manage it appropriately. Provider disclaims any warranty that Unmanaged Service will yield to the desired results, will be free of operational problems or that they will not cause damages to Your information or third party information. YOU SHALL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUB-CONTRACTORS OF ANY AND ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR OTHERWISE RELATED TO YOUR OPERATION OF THE UNMANAGED SHAREPOINT PRIVATE CLOUD SERVICE.

2.4. **System Abuse.** You shall not use SharePoint Private Cloud Services by publishing Your login information. Any scripts You use in connection with Your Service must be written such that they do not consume a disproportionate amount of computing and bandwidth resources. Using the SharePoint Private Cloud Services in a way that creates operational disturbances for other SharePoint customers of Provider or for the Provider systems generally shall be deemed consuming a disproportionate amount of computing and bandwidth resources.

2.5. **PowerShell Support.** PowerShell execution is only provided for Managed Services, and subject to the following terms and conditions: (i) Provider will execute PowerShell commands or scripts for configuration and farm issue troubleshooting; (ii) Provider will only execute fully formed PowerShell commands or scripts; (iii) You must provide scripts which are fully ready to deploy; (iv) Provider will not make changes to any script and each scripts must prompt for the necessary variables; (v) You must provide a brief summary of the script or command’s purpose and usage, with appropriate instructions for its execution; (vi) Provider will not create nor provide custom PowerShell scripts; (vii) Provider will not provide troubleshooting assistance or remediation for PowerShell scripts or commands. Provider does not provide assistance or remediation for the results of running a PowerShell script or command. Execution of a PowerShell script or command is at Your own risk. Provider disclaims any warranty that PowerShell scripts or commands will yield to the desired results, will be free of execution problems, or that they will not cause damages to Your information or third party information. YOU SHALL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUB-CONTRACTORS OF ANY AND ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR OTHERWISE RELATED TO THE EXECUTION OF THE POWERSHELL SCRIPTS AND COMMANDS REQUESTED BY YOU.

2.6. **Platform Administration.** Provider will provision the initial SharePoint environment based on the default Microsoft installation guidelines. You will otherwise be responsible for administering Your SharePoint sites, including but not limited to creating Your site collections, establishing the site collection administrator, adding End-Users, establishing permissions, and customizing the interface.

3. **Sharepoint Multi-Tenant Cloud Service**

3.1. **License.** If selected, You may access and use Sharepoint Multi-Tenant Cloud Service, subject to the terms and conditions of the Agreement.

3.2. **Storage Capacity.** You may increase Your allocated storage capacity and data transfer amounts directly through the Control Panel of the Portal subject to additional Fees, up to the maximum amount allowed for each Service Plan or Service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Provider shall not be held responsible for such unavailability or data losses. Shared servers resources are shared among all accounts hosted on the same server. Provider configures servers in such a way so the accounts are separated from each other to the maximum possible degree. However, due to its nature, shared resources accessibility level cannot be guaranteed.

4. **Data**

4.1. **Migration Services.** Upon request, Provider will provide You with a fee estimate for migrating Your data from a third-party system to our Service. You acknowledge and agree that: (i) the estimate is based upon the information that You provide and
may differ from the exact fees applied by Provider; (ii) after Provider begins the migration process, Provider may discover technical limitations related to the configuration of Your data that prevent Provider from successfully completing the migration; (iii) there is a risk of data loss during the migration process and therefore Provider recommend that You create a reliable backup of all data to be migrated prior to the beginning of the migration process; and (iv) Provider is not liable to You or to any third party for any damages arising from or resulting from the loss or corruption of Your data or third party data as part of the migration services.

4.2. **Backup.** If a backup option is included as part of the Service, Provider conducts daily backups of Your Data. Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed. Backup copy retention time is seven (7) days. Provider does not warrant, however, that a valid backup is available for every day of this period. If a disruption of the Service occurs, Provider will assign its highest priority and will use commercially reasonable efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, Provider may elect to first restore the Service without the data. Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with Provider’s highest priority. In order to ensure the readiness of Provider’s operators to complete the offline restoration process, Provider runs frequent drills to test restoration performance. Provider is not liable for data loss resulting from the failure or loss of backup media.

4.3. **Restoration.** Provider recognizes that from time to time, Your End-Users or administrators may mistakenly delete, in whole or in part, items in Your database, as applicable. As this is not a system fault and restoration may require partial implementation of Provider’s disaster recovery procedures, Provider reserves the right to charge You, and You agree to pay for, a restoration Fee of 150$ USD per hour (with a minimum fee of 75$ USD), plus Taxes. Provider does not guarantee the integrity of the content or mailbox or databases content, as applicable, of each individual backup.

4.4. **Expiration or Termination.** Unless otherwise agreed to in writing by You and Provider and subject to the advance payment of applicable Fees, all Your Data will be irrevocably deleted promptly as soon as seven (7) calendar days from the termination or expiration of the Service, including if Your Account have been inactive or disabled either by You or by Provider under the terms of the Agreement. You are solely responsible for securing all necessary Data from Your Account prior to termination. Provider will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination or expiration of the Service. Provider shall have no obligation to restore, provide on any storage media, or otherwise transmit any data pertaining to existing or terminated Accounts.

5. **Microsoft End-User License Terms.**

By subscribing to the Service, You acknowledge and agree that: (i) the Service incorporates a Microsoft Product; (ii) Provider does not own the Microsoft Product; (iii) Provider’s ability to provide Service to You is contingent upon Your acceptance and continued compliance with certain Microsoft terms and conditions, including the Microsoft End-User License Terms; and that (iv) the Microsoft Product is licensed to You by Microsoft and its use thereof is subject to certain rights and limitations, including the Microsoft End-User License Terms. You agree to comply at all times with the Microsoft End-User License Terms, which Provider does not have authority to vary, alter or amend. If Microsoft updates the Microsoft End-User License Terms, You must accept the updated version of the Microsoft End-User License Terms upon renewal of Your current subscription(s), or upon the purchase of any new subscriptions. If You do not accept the terms of the Microsoft End-User License Terms, You may not subscribe to, access or use the Service.

6. **Pricing.**

Provider may decrease Fees of the Service at any time. Provider may increase Fees of the Service as follows: (i) once each calendar year effective January 1st; and (ii) at any time to offset exchange rate fluctuations for prices other than U.S. dollars.

7. **Service Availability Warranty.**

7.1. **Sharepoint Private Cloud Service. Managed Service Only.** For Managed Services, Provider covenants to a 99.9% Service Availability by default and 99.999% Service Availability when all server roles are redundant, provided, however, that search outages shall not be covered by the Service Availability Warranty.
7.2. **Sharepoint Multi-Tenant Cloud Service.** For Sharepoint Multi-Tenant Cloud Service, Provider covenants to a 99.999% Service Availability.

7.3. **Service Credit Request.** Any Service Credit request shall, in addition the information set forth in the MSA, indicate the specific servers or SharePoint Farm affected by the Service Outage.
This document governs the use of Microsoft software, which may include associated software, media, printed materials, and “online” or electronic documentation (individually and collectively, “Products”) provided by SherWeb Inc. (hereinafter referred to as “Provider”). Provider does not own the Products and the use thereof is subject to certain rights and limitations of which Provider must inform you. Your right to use the Products is subject to the terms of your agreement with Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Provider does not have authority to vary, alter, or amend.

1. DEFINITIONS.

“Client Software” means software that is installed on a Device that allows the Device to access or utilize the Products.

“Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or any other hardware where software can be installed that would allow End-User to interact with the Product.

“End-User” means an individual or legal entity that obtains Software Services directly from Provider, or indirectly through a Software Services Reseller.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

“Software Services” means services that Provider provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Provider must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Provider receives a fee. Software Services exclude any services involving installation of a Product directly on any End-User device to permit an End-User to interact with the Product.

2. OWNERSHIP OF PRODUCTS. The Products are licensed to Provider from an affiliate of the Microsoft Corporation (collectively “Microsoft”). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices only in accordance with your agreement with Provider and the terms under this document, and only in connection with the Software Services, provided to you by Provider. 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 the installation and/or use of the Client Software.

4. USE OF REDISTRIBUTION SOFTWARE. In connection with the Software Services provided to you by Provider, you may have access to certain “sample,” “redistributable” and/or software development software code and tools (individually and collectively “Redistribution Software”). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your agreement with Provider and this document and/or your agreement with Provider.

5. COPIES. You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Provider; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Provider, upon notice from Provider or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIRATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Provider.

8. TERMINATION. Without prejudice to any other rights, Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Provider or Provider’s agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Provider.

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9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Provider and not by Microsoft, its affiliates or subsidiaries.

10. PRODUCT SUPPORT. Any support for the Software Services is provided to you by Provider or a third party on Provider’s behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.

11. NOT FAULT TOLERANT. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”).

12. EXPORT RESTRICTIONS. The Products are subject to U.S. export jurisdiction. Provider must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms 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 Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. INFORMATION DISCLOSURE. You must permit Provider to disclose any information requested by Microsoft under the Provider’s Agreement. Microsoft will be an intended third party beneficiary of your agreement with Provider, with the right to enforce provisions of your agreement with Provider and to verify your compliance.