This Service Schedule (the “Schedule”) between Sherweb Inc. (“Provider”) and You, the recipient and payor of D365 Business Central Performance Package (“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 the MSA, by subscribing to or by using 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:

“Dynamics 365 Business Central” or “D365 Business Central” is Microsoft’s business management solution that helps companies connect their financials, sales, service, and operations to streamline business processes, improve customer interactions.

“Full User Licence” means a Full User licence for Dynamics 365 Business Central.


“Onboarding Component” means the component of the Performance Package related to Onboarding Services, as further described in the Guide for D365 Business Central Performance Packages.

“Onboarding Services” means professional services provided to setup, configure, and train Your employees for Dynamics 365 Business Central, as further described in the Guide for D365 Business Central Performance Packages.

“Performance Package” means the service package offered by Provider and which includes Onboarding Services and Support Services for a single Dynamics 365 Business Central production company, as further described in the Guide for D365 Business Central Performance Packages. A “production company” refers to one (1) record in the list of “companies” within Dynamics 365 Business Central.

“Support Component” means the component of the Performance Package related to Support Services, as further described in the Guide for D365 Business Central Performance Packages.

“Support Services” means technical assistance, via phone and email, provided in connection with Dynamics 365 Business Central functionalities, troubleshooting and error resolution, as further described in the Guide for D365 Business Central Performance Packages.

“Team Members Licence” means a Team Member licence for Dynamics 365 Business Central.

2. Services

2.1. Services. Provider shall provide the 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 Guide for D365 Business Central Performance Packages.

2.2. Service Hours. Services are provided between 8:00AM and 5:00PM (Eastern Time) Monday to Friday, excluding standard holidays in the province of Quebec, Canada.
2.3. **Additional Services.** You may request from Provider the delivery of additional services such as out of scope support or onboarding implementations. Provider shall not proceed with any additional services until both parties have agreed in writing on a scope of work for the additional services, the applicable costs, schedules and impacts the changes may have on the Agreement.

2.4. **Additional Obligations.** You undertake to work collaboratively with Provider, follow Provider’s instructions and training plan and comply with the terms of the Guide for D365 Business Central Performance Packages.

3. **Term**

The Performance Package is subject to a minimum commitment term of twelve (12) months, beginning upon receipt by Provider of the onboarding request (“Initial Term”). The Support Component will automatically renew on a monthly basis upon expiration of the Initial Term, until either party decides to terminate the Services by providing a thirty (30) day written notice to the other party.

4. **Pricing**

4.1. **Initial Package Fees.** The Performance Package is subject to a setup Fee and to a minimum monthly Fee, as further set forth in Your Service Plan, which Fees are payable in advance. The applicable monthly Fee for the Performance Package covers up to three (3) Full User Licences. If You require more than three (3) Full User Licences or if You require a Team Member Licence, additional Fees will apply.

4.2. **Additional Licences.** If You purchase additional licences for Dynamics 365 Business Central during the Initial Term (“Additional Licences”) or subsequently cancels any of these Additional Licences: i) You will have to adjust the amount of Support Components in the Portal in order to reflect the number of active licences, failing which Provider reserves the right to make the required adjustments; ii) the applicable monthly Fee for the Support Components will be adjusted accordingly; and iii) the Additional Licences will be rolled into the Initial Term and all the Services will be co-terminus.

5. **Acknowledgements and Consents**

5.1. **Remote Access.** You acknowledge and agree Services may be delivered remotely to You, in which case Provider may be required to have remote access to Your computer systems. In such case, You will provide Provider with an active user account to Dynamics 365 Business Central. If Provider does not have such remote access, Provider may be unable 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.

5.2. **Session Recording.** You acknowledge and agree that teleconference meetings and phone conversations between You and Provider in the provision of the Services are recorded by Provider for training and quality control purposes, the whole in compliance with Provider’s Service Data Privacy Statement.