

OFFICE 365 SERVICES PRODUCT TERMS

In addition to the other terms of your Agreement, your use of the Office 365 Services (as defined below) is subject to the following terms and conditions:

1. ADDITIONAL DEFINED TERMS

“**Business Hours**” means 24 hours per day, seven days per week.

“**Microsoft Customer Agreement**” means the Agreement that Microsoft uses to convey or provide Microsoft Products to you. “**Product(s)**” means the Microsoft online services, which may include Microsoft software technology.

“**Office 365 Services**” means the Fanatical Support® for Office 365™ and/or Rackspace® Managed Services for Office 365™ described in your Services Description, plus Support, as defined below.

“**Sensitive Data**” means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data), PII (or other like term) under applicable data protection or privacy law and includes information that by itself or combined with other information can be used to identify a person, (ii) trade secrets, (iii) financial records (iv) other sensitive, regulated, or confidential information.

“**Support**” means Rackspace live support by telephone, chat, or ticket during Business Hours.

2. ADDITIONAL RACKSPACE OBLIGATIONS. Rackspace will provide the following services as part of your Office 365 Services:

2.1 Fanatical Support for Office 365. If you purchase Fanatical Support for Office 365, Rackspace will provide the following services as described below: subscription resale and activation, mail migrations, and Support.

2.2 Rackspace Managed Services for Office 365. If you purchase Managed Services for Office 365, Rackspace will provide the following services, as described below: mail migrations, Support, and advisory services.

2.3 Subscription Resale and Activation. If your Office 365 Services include subscription resale and activation services, Rackspace will resell to you a subscription for the Microsoft Products listed in your Service Order/Services Description. Your use of such Services is subject to the terms of the Agreement and the Microsoft Customer Agreement. Rackspace will create your Rackspace account and will help you provision the Services including assisting with the following tasks: (i) creating your Microsoft customer account; (ii) verifying your ownership of that account; (iii) provisioning your end users on your customer account; and (iv) activating your end user accounts.

2.4 Advisory Services. If your Office 365 Services include advisory services, Rackspace will provide: (i) a dedicated account management team; (ii) configuration and deployment planning; (iii) advice on new Microsoft Product capabilities; and (iv) support for change and version management.

2.5 Mail Migration. If your Office 365 Services include mail migration services, Rackspace will help you gather and document your requirements for the migration of your email, calendar, and contacts from your existing platform to the Microsoft Office 365 platform. You

URL: [Rackspace.com/information/legal/office-365](https://www.rackspace.com/information/legal/office-365)

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represent and warrant that you have the right to migrate email in the manner requested and are authorized to allow Rackspace access to your email as required to perform the Services. You acknowledge that there is a special risk that data will be lost during a migration. You agree that you will create a reliable back up of all data to be migrated prior to the time that we begin the migration. You agree that we are not liable to you for damages resulting from the loss or corruption of your information as part of the migration.

2.6 Archiving and Email Retention Services. If your Office 365 Services include archiving or email retention services, the archiving or email retention services will capture only the email that you send or receive after the date that the archiving or email retention services are implemented. As part of the archiving or e-mail retention services Rackspace will create a journal rule in your Microsoft customer account and you shall not change or tamper with that journal rule once created by Rackspace. You acknowledge that any change you make to such journal rule may cause your archiving or email retention services to stop functioning in which case Rackspace shall have no liability for lost emails. Upon termination of your account for the Office 365 Services, or your archiving or email retention service, we will destroy your archived data unless you have made other arrangements with us. In-place hold as a means to store mail from multiple users or entities is prohibited.

2.7 Support. Rackspace will provide a support team for you to contact with any Support requests related to the Office 365 Services. Examples of Support include: service and software updates, troubleshooting of performance issues relating to your connectivity or desktop, your mobile device setup, and service availability. Rackspace may escalate support issues to Microsoft on your behalf as needed. You shall submit all support issues directly to Rackspace by telephone, chat, or ticket at the contact information provided in your Services Description. Such requests will be subject to our SLA in Subsection 2.8 below. You may not submit support issues directly to Microsoft; no SLA applies to and requests you submit directly to Microsoft.

2.8 SERVICE LEVEL AGREEMENT.

2.8.1 Response Time. We will respond to your Support requests submitted directly to Rackspace via telephone, chat, or ticket within the following time frames.

Urgent: If you cannot access your Rackspace or your Microsoft account from the public Internet or if your account is functioning improperly or at less than optimal performance, we will respond to your Support request within four (4) Business Hours.

Standard: If your Rackspace or your Microsoft account is functioning normally but you (i) require information or assistance; (ii) wish to schedule maintenance or any other non-immediate tasks; or (iii) require assistance in loading software or have a help desk-type question, we will respond to your Support request within eight (8) Business Hours.

We will respond to you via telephone call, chat, or ticket depending upon the severity of the situation and consistent with any procedures we have established with you for your account.

2.8.2 Remedy. If we fail to meet the response time SLAs stated in this Section, you are entitled to a credit of US\$10 per event, up to 100% of your then current monthly recurring fee for the Office 365 Services in that calendar month. You are not entitled to a credit under this subsection if the event giving rise to the credit occurred because of Microsoft downtime or because Rackspace could not access your Microsoft account (if such inaccessibility is caused by you or Microsoft). You must request a credit through your Rackspace account within seven (7) days following the event giving rise to the credit. If you are paying for your Services in a currency other than US dollars, then any credit that is expressed above as a fixed number of US dollars will be converted to the currency in which you pay for your Services as of the date of the invoice on which the credit is applied.

2.8.3 Microsoft Office 365 SLA. The Microsoft Customer Agreement provides a service level agreement from Microsoft to you that may be updated periodically by Microsoft, but

remedies for service level violations will be provided by Rackspace to you. You may not go directly to Microsoft with service level inquiries or requests for remedies.

3. YOUR OBLIGATIONS. You must give Rackspace access to the Microsoft administrative console for your account in order for Rackspace to provide the Office 365 Services as well as any increased level of access that may be required on specific Support requests. Rackspace will share your company name and other contact information with Microsoft for the purpose of provisioning the Products and related accounts. You must use reasonable security precautions in connection with your use of the Office 365 Services, including, but not limited to, encrypting any Sensitive Data transmitted to or from, or stored on the Office 365 Services or storage devices you use. You must comply with the laws applicable to your use of the Office 365 Services and with the Acceptable Use Policy. You may not resell the Microsoft Products or the Office 365 Services provided to you pursuant to this Agreement unless separately agreed in writing.

4. MICROSOFT CUSTOMER AGREEMENT. By accepting these Office 365 Terms and Conditions and using the Microsoft Products, you also accept the most current terms of the Microsoft Customer Agreement (as they may be updated from time to time) and presently located here: http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_NA_ENG_Sep20172_CR.pdf. You may not use the Microsoft Products if you do not accept the terms of the Microsoft Customer Agreement and these Office 365 Terms of Service.

5. ACCESS TO YOUR CUSTOMER DATA. By using the Office 365 Services, you acknowledge that Rackspace and Microsoft will have access to your Customer Data. Additionally, you acknowledge that Microsoft may collect, use, transfer, disclose, and otherwise process your Customer Data, including Personal Data, as further described in the Microsoft Customer Agreement.

Rackspace has authorized Microsoft (and its service providers and subcontractors) at our direction to access and disclose to law enforcement or other government authorities data from, about or related to you, including the content of your communications (or to provide law enforcement or other government entities access to such data as required). You agree that, as and to the extent required by law, you will notify your individual users of the Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Rackspace, and shall obtain your users' consent to the same.

6. PURCHASE AND PAYMENT

6.1 Your right to use the Office 365 Services is subject to payment of the applicable fees in accordance with the terms of the Agreement. Rackspace will charge you those fees stated in your order. Recurring fees will be billed monthly in advance.

6.2 Fee changes due to changes in the Office 365 Services (e.g., increase or decrease in number of end users) will be effective as of the beginning of the next calendar month. We may increase our fees for Office 365 Services at any time by posting the new fees in the control panel or providing notice to you via ticket. Fee increases will not be applied to your Office 365 Services purchased prior to the time of the fee increase until at least forty-five (45) days after the date the new fees are first published, but any new Office 365 Services you purchase after a fee increase will be charged at the new fees.

6.3 Fees are due within thirty days from the invoice date. If you have arranged for payment by credit card, Rackspace may charge your card or account on or after the invoice date. If your undisputed payment is fifteen days or more late Rackspace may suspend the Services and any other services you receive from Rackspace on written notice. Rackspace shall

undertake collection efforts prior to suspension. Invoices that are not disputed within one hundred and twenty days of the invoice date are conclusively deemed accurate. Fees must be paid in the currency identified on the Service Order/Services Description. Rackspace may charge interest on overdue amounts at the greater of 1.5% per month or the maximum legal rate, and may charge you for any cost or expense arising out of our collection efforts.

6.4 Taxes. All amounts due to Rackspace under the Agreement are exclusive of any value added, goods and services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "**Tax**"). You must pay Rackspace the Tax that is due or provide Rackspace with satisfactory evidence of your exemption from the Tax in advance of invoicing. You must provide Rackspace with accurate and adequate documentation sufficient to permit Rackspace determine if any Tax is due. All payments to Rackspace shall be made without any withholding or deduction for any taxes except for withholding (or similar) taxes imposed on income that may be attributable to Rackspace in connection with its provision of the Services that you are legally required to withhold and remit to the applicable governmental or taxing authority ("**Local Withholding Taxes**"). You agree to timely provide Rackspace with accurate factual information and documentation of your payment of any such Local Withholding Taxes. Rackspace shall remit such cost to you in the form of a credit on your outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes.

7. TERM. The initial term of the Service Order/Services Description for Office 365 Services commences upon the effective date of the Service Order/Services Description and will continue for an initial term of one month. Anything to the contrary in the Agreement notwithstanding, upon expiration of the initial term the Service Order/Services Description will automatically renew for successive renewal terms of one month each, unless and until one of us provides the other with at least thirty (30) days advance written notice of non-renewal.

8. DISCLAIMERS

8.1 You agree that you will not bring any legal claim or commence any adverse action against Microsoft in connection with Rackspace's resale of the Microsoft Products.

8.2 We do not promise to backup your data. Although certain services may be used as a backup service, you agree that you will maintain at least one additional current copy of your programs and data. You are solely responsible for performing and testing restores as well as testing your systems and monitoring the integrity of your data.