

This Product Schedule (the “**Schedule**”) between Intermedia.net (“**Intermedia**”) and customer (“**You**”) is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the “**MSA**”) by and between Intermedia and You.

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, the latter shall supersede and govern.

1. Intermedia Services

Intermedia reserves the right to modify or discontinue any feature or functionality of the Services, in whole or in part, at any time, provided that Intermedia shall, to the extent reasonably practicable, provide notice to You within a reasonable time period prior to any modification or discontinuance that will materially affect Your use of the Services. You accept, acknowledge and understand that the Services may be unavailable at times due to regularly scheduled maintenance. Intermedia shall use commercially reasonable efforts to schedule this maintenance during night, weekends or off-peak periods.

2. Software

To the extent any APIs (including any data collection agent) or other software (collectively “**Software**”) is provided to You in connection with the Services, and subject to the payment of all Services fees due hereunder, Intermedia grants to You a revocable, non-exclusive, non-assignable, non-transferable, and non-sublicensable limited right and license during the term of these Terms to download, install and use the Software, including any updates and/or modifications thereto (“**Updates**”), and any accompanying documentation, solely in connection with the applicable Services, and only by authorized end users. You shall be solely responsible for the installation and use of the Software, and Intermedia shall have no obligation or responsibility with respect thereto.

3. Use of Services or Software

The transmission of any messages or other material which constitutes an infringement of any copyright or trademark or a violation of (a) any national security law, statute or regulation, (b) any law, statute or regulation regarding the transmission of obscene, threatening, harassing, or other offensive messages, or (c) any other applicable laws, statutes or regulations in the United States or in other countries in which the Services are used, or the Software is downloaded, is prohibited and may result in the discontinuance of Services, termination of the Terms and appropriate legal action brought by Intermedia against You.

4. Disclosure of Information

Intermedia will not disclose information in Your files to third parties, other than with Your consent or as permitted or contemplated under the terms of the MSA or Intermedia’s Privacy Policy (as amended from time to time). Intermedia may permit its employees (a) to monitor Your files to operate or deliver the Services and (b) to disclose information to third parties if Intermedia determines that such action is necessary to satisfy any law, regulation or other governmental requirement.

5. Disclaimer of Warranties

NEITHER INTERMEDIA, NOR ANY THIRD-PARTY SUPPLIER OF INFORMATION OR DATA SUPPLIED UNDER ANY INFORMATION FEATURE OF THE SERVICES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH INFORMATION OR DATA, AND EACH OF INTERMEDIA AND SUCH THIRD-PARTY SUPPLIERS SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. Termination and Export Request

In the event that You terminate these Terms (i.e., terminate Your purchase of the Services described herein), You shall have thirty (30) days following the effective date of such termination (“**Export Period**”) to export the archived data, either in the form of an export that You perform yourself or by requesting an export from Intermedia. Export fees will generally apply for any data export with which Intermedia is requested or required to provide assistance. The amount of such fees is generally based on the volume of data being exported.

Following Your termination of the archiving Service, Your information and data will be permanently and irrevocably purged by Intermedia upon the earlier to occur of (a) the conclusion of the Export Period or (b) the date that You acknowledge receipt of the export of Your archived data. Intermedia shall not be liable for any data requests following the date that Your data is purged, as described in the preceding sentence.

7. Audit Rights

Intermedia reserves the right to audit (at least once annually) the total number of Mailboxes being archived by You throughout the term of the contract. In the event that the total number of Mailboxes in the archive exceeds the number of licensed Mailboxes, Intermedia will invoice You (and You agree to pay) for the difference.

8. Technical Support

Intermedia agrees to provide You with Intermedia’s standard technical support services for the Software that it makes generally available to customers, which include periodic distribution of Updates scheduled by Intermedia. Your authorized end users of the Software shall be eligible for free limited technical support. Software installation support inquiries by telephone will be accepted by Intermedia during Intermedia’s normal business hours. Technical support email inquiries will be accepted at any time and will be answered during Intermedia’s normal business hours. As Intermedia makes available Updates and new versions of the Software, Intermedia reserves the right to discontinue support for non-current releases and versions. Intermedia shall, to the extent reasonably practicable, provide You with reasonable notice of any such discontinuance; provided, however, that Intermedia will continue to support non-current releases and versions of the Software for the remainder of Your then-current term.

9. Steps You Must Take for the Archiving Service to Function Properly

a. You Must Activate the Archiving Service in Intermedia’s HostPilot® Administrative Account

In order for Intermedia to provide the Services (i.e., for the archiving Service to function and for Your data to be archived), You must activate the archiving Service in Your Intermedia administrative account on HostPilot. The Service will not be operational until it has been activated by You in Your Intermedia administrative account. You agree that Intermedia will not be held responsible or made liable for any loss of data and/or Your failure to comply with any applicable laws, regulations or professional standards (or any damages or losses in connection therewith) caused in connection with or as a result of Your failure to properly activate the archiving Service.

You will be charged for Intermedia’s archiving Service upon the commencement of Your order of such Service, regardless of when or whether You activate the Service.

b. You May Be Required to Change the Configuration Setting of the Archiving Service to Automatically Apply Archiving to Newly Added Mailboxes

As a default, Intermedia's archiving Service is typically not configured to apply to any mailboxes that You add to Your Intermedia account after the date that you initially activate the archiving Service.

If You want any new mailboxes that You add to Your Intermedia account to automatically be enrolled in Intermedia's archiving Service, You may need to change the settings applicable to Your archiving Service. Such settings may be changed in Your Intermedia administrative account. If You fail to change such setting, then, if You desire to order Intermedia's archiving Service for any new mailbox that You add to Your account following the initial activation of the archiving Service, You may need to manually activate the Service for each such new mailbox. If You fail to change the default setting and fail to manually activate the Services as described in the preceding sentence, Your new mailboxes may not be archived. Please be sure to check the administrative settings of Your archiving service, upon activation of Your service, to confirm that the settings are configured as you desire.

10. Export Control

You shall not export, re-export, use, or divert the Services or the Software to or on behalf of (a) any country that is subject to U.S. economic sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including but not limited to Cuba, Iran, Sudan, Syria and North Korea; (b) the government of any OFAC-sanctioned country, wherever located; or (c) persons or entities identified as "Specially Designated Nationals" by OFAC, or entities that are owned or controlled by a Specially Designated National. You shall not distribute or supply the Services or the Software to any person if You have reason to believe that such person intends to export, re-export or otherwise transfer the Services or the Software to, or use the Services or Software in or for the benefit of, any such OFAC-sanctioned countries, governments, persons, or entities. You shall not use the Services or the Software in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. You shall not export, re-export, or transfer the Services or the Software to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. Without limiting the foregoing, You shall not commit any act which would, directly or indirectly, violate, or which may cause Intermedia to violate, any United States or local law, regulation, treaty or agreement relating to the export or re-export of the Services or the Software. At its expense, You shall obtain any government consents, authorizations, or licenses required for You to exercise its rights and to discharge its obligations under these Terms. Acknowledging that any data You may place on the Services or the Software may constitute an export of such data by You to one or more foreign jurisdictions, You shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.