Service Specific Terms - Business Solutions

1. **Email Hosting.** If Client purchases Email Hosting, Email Encryption or Data Loss Prevention ("DLP") Services, these additional terms apply.

   1.1. **Units.** Email Encryption is a Service that encrypts a Client designated email mailbox's outgoing email. A “Unit” with respect to Email Encryption, Email Hosting or DLP is an email mailbox.

   1.2. With respect to Email Hosting Services, if Microsoft Corporation ("Microsoft") increases the price that Microsoft charges for the underlying licenses or services Microsoft provides that are applicable to the Email Hosting Services, Smarsh may increase the price for the Email Hosting Services by the full amount of the price increase, regardless of whether the price increase occurs during the Initial Term.

   1.3. With respect to the Email Hosting Services, the retention of Email Hosting Service Client Data during the Term is subject to space limitations applicable to the Email Hosting Service plan purchased by Client. Email Hosting Service Client Data will be retained for a period of 30 days following the termination or expiration of the earlier of the Email Hosting Service termination or the termination or expiration of the Agreement.

   1.4. The following terms and conditions apply to Email Hosting Services.

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**MICROSOFT SOFTWARE USE – TERMS AND CONDITIONS**

This document ("MSFT Terms") concerns Your use of Microsoft software, which includes computer software provided to You by Smarsh or Intermedia as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually or collectively “Licensed Products”).

1. **DEFINITIONS.**

   For purposes of these MSFT Terms, the following definitions will apply:

   “**Client Software**” means software that allows a Device to access or utilize the services

   or functionality provided by the Server Software.

   “**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal
digital assistant, “smart phone”, or other electronic device.

   “**Server Software**” means software that provides services or functionality on a computer acting as a
derver.

   “**Redistribution Software**” means software described in Paragraph 6 ("Use of Redistribution Software")
below.

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5. USE OF CLIENT SOFTWARE. You may use the Client Software installed on Your Devices only in accordance with the instructions, and only in connection with the services, provided to You. The terms of this MSFT Terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during Your use of the Client Software.

6. USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to You, You may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”). Microsoft does not permit You to use any Redistribution Software unless You expressly agree to and comply with such additional terms.

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14. **EXPORT RESTRICTIONS.** The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Licensed Products, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issue by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

15. **DISCLOSURE OF INFORMATION.** You hereby consent to the provision of Your information regarding Your Account to Microsoft to the extent required under the terms of its license agreement with Microsoft.

16. **LIABILITY FOR BREACH.** You agree that You will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

17. **OWA ACCESS RESTRICTIONS.** You acknowledge and agree that if You have an Outlook Web Access-only (OWA-only) Account (Basic SAL license), You are restricted from and will not use shared folders, shared calendars, shared contacts, shared tasks and public folders with respect to such access.