

# Product Schedule – Email Archiving

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This Product Schedule (the “**Schedule**”), between Xband Enterprises.net (“Xband Enterprises”) 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 Xband Enterprises 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. Xband Enterprises Services**

Xband Enterprises reserves the right to modify or discontinue any feature or functionality of the Services, in whole or in part, at any time, provided that Xband Enterprises shall provide notice to You within a reasonable time period prior to any modification or discontinuance that will affect Your use of the Services. You understand that the Services may be unavailable at times due to regularly scheduled maintenance. Xband Enterprises 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, Xband Enterprises 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 Xband Enterprises 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 any national security law or any law or regulation regarding the use of telephones to transmit obscene, threatening, harassing, or other offensive messages, or the violation of any other applicable statutes or regulations in the United States or in other countries to 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.

## **4. Disclosure of Information**

Xband Enterprises will not disclose information in Your files without Your consent. Xband Enterprises may permit its employees to monitor Your files to operate the Services, and to disclose information if Xband Enterprises determines that such action is necessary to satisfy any law, regulation or other governmental requirement.

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### **5. Disclaimer of Warranties**

NO 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 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, You shall have thirty (30) days (“**Export Period**”) to request an export of the archived data. If elected, and upon Your acknowledgement of the receipt of such export, Your information and data shall be purged and Xband Enterprises shall not be liable for data requests beyond the Export Period. If no data export request is received during the Export Period, at the conclusion of the Export Period, Your information and data shall be purged and Xband Enterprises shall not be liable for any data requests thereafter.

### **7. Audit Rights**

Xband Enterprises 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, Xband Enterprises will invoice You for the difference.

### **8. Technical Support**

Xband Enterprises agrees to provide You with Xband Enterprises standard technical support services for the Software that it makes generally available to customers, which include periodic distribution of Updates scheduled by Xband Enterprises. 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 Xband Enterprises during Xband Enterprises normal business hours. Technical support email inquiries will be accepted at any time and will be answered during Xband Enterprises normal business hours. As Xband Enterprises makes available Updates and new versions of the Software, Xband Enterprises reserves the right to discontinue support for non-current releases and versions. Xband Enterprises shall provide You with reasonable notice of any such discontinuance, provided, however, that Xband Enterprises will continue to support non-current releases and versions of the Software for the remainder of Your then-current term.

### **9. 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

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Designated National. You shall not distribute or supply the Services or the Software to any person if You has 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 Xband Enterprises 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 it may place on the Services or the Software may constitute an export of such data by the 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.