

MANAGED O365 TERMS AND CONDITIONS

VENYU's Managed O365 service includes the following:

- Pre-implementation analysis of Client's infrastructure and systems environment to determine requirements.
- Optional pre-implementation consulting to determine best-practices strategy, if applicable.
- Professional installation by trained Provider technicians or contractors.
- Post installation testing and acceptance.
- Support for Exchange On-Line including support for customer incidents and/or support requests submitted through customer support cases. As necessary, VENYU Business will troubleshoot and escalate incidents to Microsoft Technical Support.
- Support for One Drive and Skype for Business including support for customer incidents and/or support requests submitted through customer support cases. As necessary, VENYU Business will troubleshoot and escalate incidents to Microsoft Technical Support.
- O365 user management including adding/removing/changing user profiles (including user security policies) within the O365 environment as requested by customers through a support case.
- O365 license management including adding/removing/changing Microsoft product licensing for end users within the O365 environment. Monthly license usage reports will be available upon request.
- Mailbox administration including adding/removing/changing mailbox settings in accordance with client request (e.g. size, archive schedule, send on behalf of, etc.)
- Password resets for end users.
- ActiveSync support including troubleshooting end user and password synchronization between Active Directory and O365.

VENYU's O365 service excludes the following:

- Hardware, supported operating system, Internet access and appropriate network connectivity that is needed for the software provided by VENYU (the "Software") to operate properly. If upgrades to these items are required, VENYU may provide additional services that will be billed as Administrative Service.
- Support and troubleshooting on Client owned servers, desktop computers, laptops, workstations, printers, copiers, fax machines, or other networked devices for issues not related to VENYU O365 services.
- Application support for client owned/operated applications.
- Anti-virus software, malware detection, or other security related software.
- Microsoft SharePoint licensing, configuration, administration, and/or support.
- Microsoft Access licensing, configuration, administration, and/or support.
- Desktop Applications (including but not limited to: Word, Excel, PPT, etc.) licensing, configuration, administration, and/or support.
- Microsoft Publisher licensing, configuration, administration, and/or support.

MICROSOFT CUSTOMER AGREEMENT: Client agrees to be bound by the Microsoft Customer Agreement located at: <https://www.microsoft.com/licensing/docs/customeragreement> or successor site that VENYU identifies.

ADMINISTRATIVE SERVICES: Additional hours for administration services are billed at one hundred seventy-five dollars (\$175) per hour, unless otherwise noted. Administrative services are billed in fifteen (15) minute increments with no minimums. Client will be billed for reasonable and customary related travel expenses that may be incurred as part of the services provided by Provider.

CONTROL AND USE OF SOFTWARE: Client agrees that it shall be bound by any vendor specific license terms and conditions related to any Software. Where required by a vendor(s), such license terms shall be located in the Third Party Software Policy located on VENYU.com (<https://www.venyu.com/terms-conditions>) or successor site that is identified by VENYU, and made a part of the Agreement through this reference. Client acknowledges receipt of any such applicable license terms and its responsibility to comply with the terms and assumes all liability for compliance with such terms, including but not limited to, (a) informing all Client end-users of the terms of the license terms; (b) monitoring use of the Software to ensure compliance with the terms thereof; and (c) maintaining the distribution and security of any user identification and/or passwords necessary to access any Software.

DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDY

CLIENT ACKNOWLEDGES THAT DATA TRANSMISSION SECURITY SERVICES SUCH AS THOSE PROVIDED VIA O365 SERVICES ARE NOT FOOLPROOF AND, THEREFORE, ARE NOT GUARANTEED. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THESE TERMS, NEITHER PROVIDER NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER.

CLIENT UNDERSTANDS AND AGREES THAT PROVIDER IS PROVIDING SERVICES, AND ANY RELATED HARDWARE, SOFTWARE AND DOCUMENTATION TO CLIENT AND CLIENT HEREBY WAIVES ANY LIABILITY AGAINST PROVIDER AND AGREES TO HOLD PROVIDER HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM LOSS OR DAMAGE DUE TO DELAY OF SERVICE COMMENCEMENT OR INABILITY TO PROVIDE THE SERVICE, FAILURE OF ALL OR PART OF THE SERVICE, INCLUDING ANY BETA SERVICE, OR ANY RELATED SERVICE PROVIDED HEREUNDER.

PROVIDER PROVIDES, AND CLIENT HEREBY ACCEPTS, ANY PROVIDER OR THIRD PARTY HARDWARE OR SOFTWARE PROVIDED TO OR USED BY CLIENT IN CONNECTION WITH THE SERVICES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. PROVIDER DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. PROVIDER ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CLIENT UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS.

NEITHER PROVIDER NOR ANY OTHER PARTY MAKES ANY WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE FEES, IF ANY, PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT. IN NO EVENT SHALL PROVIDER OR ANY OF ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Provider is NOT responsible for:

- a. Determining email backup (archival) schedules and/or retention schedules.

- b. Resolving incompatibilities between Client infrastructure and the O365 services.
- c. Ensuring that O365 services provided to Client comply with Clients' compliance related obligations under any rules, regulations, applicable laws or similar requirements. VENYU may, upon Client request, provide documentation to assist Client in its compliance related obligations.

Client is responsible for:

- a. Designating a technical point of contact to work with Provider to lend support for a successful implementation and ongoing support.
- b. Providing Provider with all required infrastructure and system information to successfully complete the initial assessment as a basis for the service implementation. Client may incur a charge for any information omitted during the assessment, whether intentional or accidental, that requires additional Provider services.
- c. Cooperating in scheduling installations as required by Provider personnel.
- d. Authorizing any and all modifications, updates, additions/deletions, etc. to the O365 services through a support case submitted by an authorized contact in the client portal.
- e. IT support and troubleshooting on Client owned servers and workstations. Client may request assistance from VENYU which will be billed as Administrative Services.
- f. Configuration, management, maintenance, and support of any equipment not expressly provided by Provider for use with the O365 services.
- g. The performance of its applications across the network.
- h. Requesting password resets through a support case submitted in the client portal.
- i. Requesting user additions, deletions, and/or changes through a support case submitted in the client portal, as applicable.
- j. Requesting mailbox provisioning, additions, deletions, and/or changes through a support case submitted in the client portal, as applicable.
- k. Providing Provider the necessary physical and logical user access to perform Services and adding Provider to Client's distribution list to allow Provider to receive notifications related to provided services.
- l. Maintaining an updated list in the client portal of authorized Client users including the Authorizing Officer, Technical Contact, and Billing Contact.
- m. Communicating any issues promptly to VENYU.
- n. Notifying VENYU, through a support case submitted in the client portal, of any critical changes in the non-managed Client environment that may impact the Services provided by Provider.
- o. Ensuring the communication services and equipment used to connect to the VENYU services are reliable. Client agrees to provide a technical environment for the required access to and use of the services. This environment must meet the standard system requirements as determined by VENYU from time to time.
- p. Ensuring Client's technical environment complies with the minimum requirements specified in the installation notes for the services provided to Client including, but not limited to bandwidth availability, system I/O and processor speed. VENYU shall have no obligation to provide any services to Client if Client has: (i) deleted or modified the services or the database tables or procedures created or maintained therein or (ii) failed to maintain the minimum technology standards required as noted in the installation notes of the Software.