

Microsoft Online Services Addendum

1. INTRODUCTION

1.1. This Addendum for NetSource One Microsoft Online Services ("Microsoft Online Service Addendum") between NetSource One, Inc. a Michigan corporation, having an address at 5454 Hampton Place, Saginaw, MI 48604 ("NSO"); and your organization ("Customer"), is effective on the date set forth in the referencing Schedule and specifies terms and conditions which apply to NSO Microsoft Online Services.

1.2. This Microsoft Online Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between NSO and Customer. Any capitalized terms used in this Microsoft Online Services Addendum shall have the meaning given in the Master Agreement unless otherwise provided herein.

2. DEFINITION

2.1. "Microsoft Customer Agreement" means the Microsoft Customer Agreement that applies to the Microsoft Online Services and can be found at <https://www.microsoft.com/licensing/docs/customeragreement>.

2.2. "Microsoft OST" means the Microsoft Online Service Terms that applies to the Microsoft Online Services and can be found at: <https://www.microsoft.com/en-us/licensing/product-licensing/products>.

2.3. "Microsoft SLA" means the Microsoft Service Level Agreement that applies to the Microsoft Online Services and can be found at : <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>.

3. MICROSOFT ONLINE SERVICES

3.1. A complete description of the Microsoft Online Services can be found at: <https://technet.microsoft.com/library/jj819284.aspx>.

3.2. Data Protection, Disaster Recovery & Restoration. Retention settings follow Microsoft's default MRM Policy ([https://technet.microsoft.com/en-us/library/dn775046\(v=exchg.150\).aspx](https://technet.microsoft.com/en-us/library/dn775046(v=exchg.150).aspx)). Items "Permanently" deleted (purged from Deleted Items folder) are recoverable for a period of 14 days. Please refer to the service specific terms in the Microsoft OST for specific data protection, disaster recovery and restoration terms and procedures related to specific Microsoft Online Services.

3.3. Retrieval of Customer Data from Microsoft Online Services

3.3.1. Customer may retrieve Customer Data from Microsoft at any time prior to Termination. NSO is not obligated to export or deliver Customer Data to Customer on either transportable media or other mechanism outside the scope of these services. Assistance required by NSO for such transport of data is outside the scope of this Agreement and may be charged.

4. PRIVACY & SECURITY

4.1. Please refer to the service specific terms in the Microsoft OST for specific Privacy and Security terms.

5. SUPPORT

5.1. All operational or technical support questions related to Microsoft Online Services shall be directed to NSO.

5.2. Support is on a time and material basis. Unless the Customer has an active Managed Services Agreement, in which case all support may be covered under the terms of the Managed Service Addendum and referencing Schedule.

5.3. Support for subscriptions is not included in the price of the subscription.

6. WARRANTY

6.1. NSO makes no representation or warranty whatsoever regarding any of the services provided herein for end-users and you agree that NSO shall not be liable to you for any loss or damage arising from the provision of the services, other than the rights and remedies that you may have under law for gross negligence or willful misconduct.

7. APPLICATION SERVICE AVAILABILITY

7.1. Microsoft makes certain service level commitments for its online services; please refer to the Microsoft SLA for any details relating to the service availability for Microsoft Online Services.

8. SERVICE UNAVAILABILITY CREDITS

8.1. Any Microsoft SLA claims for service unavailability should be directed to NSO through an Incident report, who will then review the claim and direct it to Microsoft, as necessary. All Service Credits will be applied as per the terms detailed in the Microsoft SLA. Your request Incident report must describe the downtime, including the number and location(s) of affected users (if applicable), the start and end time of the downtime, description of your attempts to resolve the incident at the time of occurrence and specifically how your use was adversely affected.

9. LOGGING SERVICES

9.1. Microsoft will keep logging data from the unified logging service (ULS) for 14 days. However, in the event the ULS log data reaches five (5) gigabytes within 14 days, ULS log data will be overwritten on a first-in-first-out basis and data will only be preserved for time corresponding to these five (5) gigabytes limit. This service is solely provided by Microsoft. NSO shall not be liable for any failure of said ULS.