

Service Specific Terms and Service Levels

MailStore Cloud

Exhibit to MailStore Cloud General Terms and Conditions

Version May 2025

INTRODUCTION

This Service Specific Terms and Service Level Exhibit set forth the additional terms and conditions that apply to Your use of the applicable Services listed below. Capitalized terms not defined in these terms have the meaning given to them in the **MailStore Cloud General Terms and Conditions (“MailStore GTC”)**.

MailStore Cloud Archiving Services (“MailStore Cloud”)

Service Description for MailStore Cloud

MailStore Cloud is a cloud-based email archiving solution by MailStore providing the following core features:

Email Archiving

Customer can archive email messages received from various email servers or email services in OpenText provided cloud storage.

Web Browser Access

Customer is able to access MailStore Cloud for administration and for end user’s access to their archive mailboxes with a compatible web browser.

Retention Policies

Customer can establish archive and retention policies for email messages distinct from policies that an end user can apply to the end user’s own mailbox.

Multi-Mailbox Search

Customer is able to search for email messages and content (including attachments) across single or multiple mailboxes within its organization.

User Management

Customer can manage application users, groups and permissions locally and synchronize users and groups with one or more external directory servers or services.

Import and Export

Customer is able to import email messages from other MailStore products and can export single or multiple email messages as files.

Legal Hold

Legal Hold prevents emails from being deleted by users or by retention policies. As long as Legal Hold is activated, no emails can be deleted from the system. Audit Log

The audit log is used to log auditable events in MailStore Cloud. This includes, but is not limited to, the creation, modification and deletion of users, groups and retention policies.

Specifications of features of the latest version of MailStore Cloud, technical requirements and instructions for use are listed at www.mailstore.com.

Third-party platforms and systems. You are responsible for configuring applicable third-party platforms or systems to transmit Your Content to the MailStore Cloud. You are responsible for obtaining any necessary consents from each individual end user (in compliance with applicable laws and regulations) to allow MailStore to provide the Service. Third-party email and other communication services are not offered, controlled, or provided by MailStore, and MailStore is not responsible for how a third party transmits, accesses, processes, stores, uses or provides data to Your Content.

Data Retention. You are responsible for using the MailStore Cloud in accordance with applicable law, third-party email service terms and conditions, and Your own internal retention requirements. For Your Content to be retained, a valid subscription of MailStore Cloud is required. When Your subscription expires or is terminated, MailStore may delete Your Content. However, if a separate grace period has been agreed between You and MailStore, then MailStore will keep Your Content for the agreed time period (“Grace Period”). If you do not renew your subscription within the Grace Period, all Your archived Content will be purged without the possibility to recover.

Service Level Addendum

This Service Level Addendum (“**SLA**”) sets forth the service levels provided by MailStore for the Services listed in Section 2 below. Capitalized terms not defined in this SLA have the meaning given to them in the **MailStore GTC**.

1. **Definitions.**

- a. “**Downtime**” means the total number of minutes in a calendar month during which the Services are unavailable or inoperable, except for any exclusions mentioned in Section 4 of this SLA, as determined by MailStore.
- b. “**Uptime Percentage**” means the total number of minutes in a calendar month minus Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month, as determined by MailStore.

2. **Applicable Services.**

This SLA applies to the following Services:

- a. MailStore Cloud

3. **Availability.**

For as long as You are subscribed to the Services in accordance with the MailStore GTC, MailStore will use commercially reasonable efforts to ensure that the Services will be available and operational at an Uptime Percentage of 99.9%, as measured over any calendar month (the “**Service Level Target**”).

4. **Service Level Target Exclusions.**

The Service Level Target shall exclude Downtime resulting from:

- a. Third party service (including, without limitation, Amazon Web Services, Microsoft Azure) outages or other causes beyond MailStore’s reasonable control;
- b. Configuration, maintenance or correction of third-party software, hardware or communications facilities;

- c. Scheduled maintenance, or emergency maintenance;
- d. Your use of an unsupported version of the Services;
- e. Force Majeure as detailed in Section 13.8 of the MailStore GTC; or
- f. Your use of the Services other than in accordance with the MailStore GTC.

5. **Remedy.**

If MailStore fails to meet the Service Level Target in any calendar month, and if You have met Your obligations under the MailStore GTC, You may notify the MailStore support (support@mailstore.com) of such failure and MailStore will make commercially reasonable efforts to resolve the issue. If MailStore is unable to remedy a material issue, You may terminate Your subscription upon five (5) days' written notice and MailStore shall refund a pro rata portion of Your prepaid subscription Fees for the period following the effective date of termination. The remedy specified in this Section 5 of the SLA is Your sole and exclusive remedy for a failure by MailStore to meet the Service Level Target or for any other claim related to unavailability of the Services.