

# **Service Specific Terms and Service Levels**

## **MailStore Cloud**

### **Exhibit to MailStore Cloud General Terms and Conditions**

**Version Jan 2025**

## **INTRODUCTION**

This Service Specific Terms and Service Level Exhibit sets 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 is able to 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 archive mailbox from within a compatible web browser.

#### **Retention Policies**

Customer is able to 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 is able to manage application users, groups and permissions locally or 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**

Customer is able to place a legal hold on one or more archive mailboxes to preserve the content of those mailboxes.

### **Audit Log**

Customer is able to review all or selected user activities and application log messages for auditing and compliance purposes.

System and other requirements for Services are listed at [help.mailstore.com](https://help.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. Your Content sent on removable media to MailStore for import into the MailStore Cloud may be subject to import fees. In addition, such third-party services are subject to the terms and conditions and privacy policies applicable to those services.

**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.