

Microsoft Office Integration Supplemental Terms

These Microsoft Office Integration Supplemental Terms (“**MOI Supplemental Terms**”) are incorporated to form part of the Agreement entered into between Customer and Provider named on the Main Body and are additional terms and conditions that amend the Agreement and apply solely with respect to Customer’s access and use of the part of the Software Services identified herein as “**Microsoft Office Integration**”.

1. Definitions

Provider and Customer are individually identified as a “**Party**” and collectively as the “**Parties**”. The capitalized terms used herein have the meaning set forth in the Agreement. The following additional definitions apply to these MOI Supplemental Terms:

Participant: means a User, internal or external to Customer or to an Affiliate of Customer, invited by another User to use the Microsoft Office Integration.

2. Software Services

2.1 Prerequisite. Microsoft Office Integration is described in the then-current Schedule 3 of the Agreement. It integrates *Microsoft 365 for the web* (i.e., collectively the Microsoft Word, Excel, and PowerPoint applications for web browsers). *Microsoft 365 for the web* is a Microsoft service for which the rights of use are granted to Customer by Microsoft or a Microsoft reseller and not by Provider, and its use is subject to Microsoft’s terms of use and privacy policy. Therefore, as between Provider and Customer, *Microsoft 365 for the web* is a Third-party Product in accordance with the definition of the Agreement. Depending on the Participant profile, access to and use of Microsoft Office Integration may require that the Participant has subscribed to an appropriate, valid *Microsoft 365 for the web* license.

Customer will provide Provider all information that Provider reasonably requests to verify Customer’s compliance with these MOI Supplemental Terms, in particular, all information pertaining to Participants, including copies of Customer’s and Participants’ appropriate terms of use with Microsoft or a Microsoft reseller for *Microsoft 365 for the web*. Customer shall indemnify, defend and hold Provider harmless from any claim, demand, action, proceeding, judgment, or liability from Microsoft arising from Customer’s breach of this Section 2.1.

2.2 Usage Rights and Participants. Subject to compliance by Customer with the terms of the Agreement, and payment of all fees as set forth in the applicable Quote, Provider grants to Customer for the subscription term set forth in the Quote, a non-exclusive and non-transferable right to allow the authorized number of Participants to access and use Microsoft Office Integration in the Territory only for the business purposes of Customer or Customer’s Affiliates. Customer is responsible for any act or failure to act by any Participant or any person using or accessing the account of a Participant, and Customer will ensure that any access or use of the Microsoft Office Integration on Customer’s behalf, at Customer’s or a User’s invitation, complies with Customer’s obligations under the Agreement (including these MOI Supplemental Terms). If Customer becomes aware of any violation of the Agreement by a Participant or any unauthorized access to any Participant’s account, Customer will immediately notify Provider and terminate the relevant Participant account’s access.

2.3 Special Restrictions on the use of Microsoft Office Integration. Without limiting any restrictions on the use of the Software Services in the Agreement, if Customer’s profile so requires, Customer will not and will not permit any Participant or any other person or entity to access the Microsoft Office Integration unless they are a *Microsoft 365 for the web* licensee. Customer is responsible for all costs associated with *Microsoft 365 for the web* required licenses.

2.4 Third-party Product and Changes to Microsoft Office Integration. In accordance with the terms of the Agreement related to Third-party Products, Provider has no liability for *Microsoft 365 for the web* including its functionality, security, operation or availability, or how *Microsoft 365 for the web* uses data received from Microsoft Office Integration. Microsoft Office Integration may be modified, discontinued, or substituted by Provider from time to time, including to account for changes imposed by Microsoft, its vendors or subcontractors. Provider will notify Customer of any material modification, substitution or discontinuation as soon as reasonably practicable, and Customer may terminate its subscription to Microsoft Office Integration and consequently these MOI Supplemental Terms by providing Provider with written notice within three (3) months after Customer’s receipt of notice of material modification, substitution or discontinuation. In such event, as Customer’s sole and exclusive remedy, Provider will refund any Microsoft Office Integration prepaid subscription fees on a pro-rata basis for the remainder of the subscription term.

2.5 Microsoft trademarks and Intellectual Property. “*Microsoft Trademarks*” means the Microsoft trade names, business names, domain names, product or service names, logos, trade dress, and other trademarks identified by Microsoft in writing for use in connection with Microsoft Office Integration. Microsoft Trademarks and other

Microsoft Intellectual Property Rights are and remain the exclusive and sole property of Microsoft or that of Microsoft licensors. The use of Microsoft Office Integration and the Microsoft Trademark does not mean that there is a connection to, or that they are approved by Microsoft Corporation.

All Intellectual Property Rights in Microsoft Office Integration, and without limitation, all improvements, enhancements, modifications, configurations and customizations, Provider's methods and Provider's know-how are and shall remain the exclusive and sole property of Provider or its licensors.

3. Hosting

When a Participant uses *Microsoft 365 for the web* to view and/or edit a file:

- *Microsoft 365 for the web* keeps a temporary copy of the file being viewed and edited for the purposes of rendering and making changes to the file;
- Microsoft routes Participants to the Office for the web datacenter closest to their current geographic location. However, this routing is not guaranteed, and Microsoft may decide to route Participants to any global datacenter for a variety of reasons. Thus, Office for the web does not guarantee that data will stay within a particular geographical region when used to view and edit documents stored in Microsoft Office Integration storage.

4. Data protection

Customer is a Controller for Personal Data processed by Microsoft Office Integration including for Personal Data processed to create Participant accounts. The Data Processing Agreement in force between the Parties shall apply to the Processing of Personal Data by Provider acting as a Processor on behalf of Customer, except when Customer uses *Microsoft 365 for the Web* where Microsoft privacy policies and terms as modified by Microsoft from time to time apply, a version of which is (for information only) available here: <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/all>.