

ExtensionAgent

1 TERMS OF USE

1.1 The CUSTOMER warrants that it has and all necessary authority, rights, permissions and consents to enter into the Agreement and to the Content and to any third party systems or services that it uses in connection with the Services. The CUSTOMER will abide by the software license terms and conditions and, Acceptable Use Policy and Customer Agreement, for all software and services forming part of the Services. The CUSTOMER shall ensure that the license terms and conditions and or End User License Agreements (EULA) of all other software used by the CUSTOMER in connection with the Services permit such use. CUSTOMER shall hold ExtensionAgent harmless and indemnify ExtensionAgent against claims from third parties, among which Microsoft, based on violation of applicable third party terms and conditions like EULA's.

1.1 The CUSTOMER shall ensure that all Authorized Users are sufficiently competent to meet the relevant obligations of the CUSTOMER set out in the Agreement. The CUSTOMER will ensure that all Authorized Users are aware that the privacy policy applies to the Agreement and the Schedules, including third party terms and conditions, and shall comply with any and all applicable terms and conditions and Terms of Service.

1.2 The CUSTOMER is responsible and liable for the actions, omissions and Fees incurred by Authorized Users.

1.3 The maximum number of Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

1.4 The CUSTOMER shall comply with the Terms of Service and shall not access, store, distribute or transmit any Objectionable Content nor use the Services for any objectionable activity or purpose.

1.5 The CUSTOMER shall not introduce any kind of harmful software, malware, viruses, Trojan horses, worms, time bombs cancelbots into the systems or services of ExtensionAgent, its suppliers or CUSTOMERS.

The CUSTOMER must maintain the confidentiality and security of all logon credentials and the details of how to use the CUSTOMER's account. The CUSTOMER is responsible for all Fees incurred through unauthorized access of its account, unless such unauthorized access is solely caused by ExtensionAgent. If the CUSTOMER discovers any unauthorized access, it must immediately ask ExtensionAgent to suspend the CUSTOMER's account. Customer will use general security best practices in connection with the development and use of all Services and/or software and/or materials developed using the ExtensionAgent technology and will at all times comply with the ExtensionAgent security and data privacy requirements provided by ExtensionAgent from time to time. Without limiting the foregoing, Customer will implement technical, administrative, and operational security measures reasonably adequate to preserve the confidentiality, integrity, and security of Customer's data.

1.6 The CUSTOMER shall not, and shall ensure that Authorized Users shall not attempt to circumvent any security measures relating to the Services or infrastructure nor access ExtensionAgent's infrastructure except in accordance with the instructions and APIs specified by ExtensionAgent.

1.7 The CUSTOMER is solely responsible for procuring and maintaining its systems and services from and to the ExtensionAgent service boundary.

1.8 The CUSTOMER is solely responsible for the development, operation, maintenance and use of the Content and for compliance with any third party Acceptable Use Policy or other policies, regulations or laws relating to the same. The CUSTOMER uses third party products and services in connection with the Services at its sole risk and is liable for any costs incurred by ExtensionAgent as a result of the CUSTOMER's use of the same.

1.9 The CUSTOMER is responsible for properly configuring and using the Services and taking its own steps to maintain appropriate security, protection and backup of the Content, which may include the use of encryption technology to protect the Content from unauthorized access and routine archiving. Unless the Services include back up services, ExtensionAgent recommends that the CUSTOMER maintains an up to date copy of the Content by other means.

1.10 The CUSTOMER is responsible for providing all support to its users and business partners..

1.11 The CUSTOMER may use the Services to provide services to its own partners or end customers within the scope of CUSTOMER's ordinary business. Customer is not allowed to exploit the Services.

1.12 The CUSTOMER accepts that ExtensionAgent may be required by law to monitor the Content and use of the Services and to provide details of the same which may include identification of logon credentials and their usage. ExtensionAgent shall not be liable for any effect on the Services caused by the obligation to comply with any requests made under any statutory authority. The CUSTOMER agrees that without prejudice, ExtensionAgent may also monitor the CUSTOMER's use of the Services and accumulate statistics for purposes connected with the Agreement and so as to be able to develop and improve the Services.