



The Information Company

XM Fax and XM SendSecure Cloud Services Appendix

to the Open Text Cloud General Terms
and Conditions

The following shall amend and supplement the terms of the Open Text Cloud General Terms and Conditions available at www.opentext.com/agreements ("GTC") solely with regards to the XM Fax and XM SendSecure cloud services, which OT makes available as off premises products. In the event of a discrepancy between this appendix ("Appendix") and the GTC, the terms of this Appendix shall govern.

1) Definitions

"Credit" shall mean, when applicable, the non-refundable credits bought from time to time by the Customer in order to use the Services, directly from OT or through the Application or any other interface, as the case may be. Each Credit expires, unless otherwise indicated at time of purchase, after a twelve-month (12-month) period from its Activation Date.

"Appendix" shall mean this document.

"Payee" shall mean any legal entity designated as such by OT which is entitled to (i) enter into a Transaction Document, or "TD" with you; ii) sell Credits to you, when applicable; and (iii) receive payment from you in lieu of OT as more fully described herein.

2) Fees and Credits

- a) The Customer acknowledges that its monthly plan service fees paid in advance, or when applicable, Credits purchased from time to time, are non-refundable, irrespective of the partial use or lack of use of the Services during the said month or the validity period of the Credits.
- b) In the event of termination for cause by Customer, Credits purchased shall be non-refundable and cancelled, irrespective of their validity period.
- c) **Payments:** When the Services have been subscribed to by means of a TD, the Customer shall pay OT, or the Payee when applicable, the fees for the Services as indicated in the TD. These fees shall be invoiced monthly and be payable in accordance with the Payment Term following the receipt of said invoice, the Customer hereby acknowledges that it shall pay to OT, or the Payee when applicable, the service fees for the current month and the usage fees for the previous month, and any additional charges, the whole as agreed by OT and the Customer. Should the Customer select the automatic payment options, OT or the Payee, when applicable, shall be entitled to automatically debit its account the amount of the charges incurred once the invoice has been transmitted.
- d) **Credits:** When the Services have not been subscribed to through a TD, the Customer shall purchase Credits.
- e) **Pricing Modifications:** in addition to (a) the Annual Price Adjustment as set forth in the GTC, and (b) fee increases due to increases in charges by third-party carriers for number porting and related fees and international telecommunications carrier charges (subject to Section 3.h. below), including number setup fees and monthly recurring fees; OT reserves the right to change prices upon a three-month (3-month) prior written notice to such effect given by OT, or the Payee when applicable, it being understood that, for Services subscribed through a TD, changes to the base service fees shall only apply from the date of renewal of the Term. As for the Customer's remaining Credits, when applicable, they will remain in effect until the end of their validity period. Should the Customer not agree with the price revision, it shall be entitled to terminate the TD by giving a written notice to such effect to OT, or the Payee when applicable, within thirty (30) days of the receipt of the price revision notice from OT or the Payee, as the case may be, in which case, the TD shall terminate upon the end of the Term when the Services are subscribed to through a TD, or at the date of notice when the Services were not subscribed through a TD.

3) Other

- a) OT shall provide the Services from servers managed exclusively by OT and to which the Customer is not authorized to access.
- b) OT stores Data related to your account on its servers as long as the Services are being provided to you. OT may store Data for a longer period if required by law or a court order.
- c) **Data Retention for XM Fax.** OT will store fax messages received through the Customer's Account until the earliest of (i) the end of the retention period agreed between OT and the Customer; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Customer, to destroy any such stored fax messages. After ninety (90) days of the termination of the Services, all Data will be deleted or destroyed from OT's online servers without further notice. Subject to a prior written notice of thirty (30) days, the Customer hereby acknowledges that OT may change its practices and limitations concerning storage of fax

messages, including without limitation the maximum number of days that fax messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on the servers on Customer's behalf, as specified in the Customer's account or, when applicable, as set forth in the TD. The Customer further agrees that, subject to applicable law, OT has no responsibility or liability whatsoever for the deletion of or failure to store any fax messages and/or other communications maintained or transmitted through the Services, except in the event of OT's gross negligence or willful misconduct.

- d) **Retention of Data for XM SendSecure.** OT will store large and/or sensitive documents sent and received through the Customer's account until the earliest of (i) the period selected by the Customer when using the Services; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Customer, to destroy any stored documents. After ninety (90) days of the termination of the Services, all Data will be deleted or destroyed from OT's online servers without further notice. Subject to a prior written notice of thirty (30) days, the Customer hereby acknowledges that OT may change its practices and limitations concerning storage of large and/or sensitive documents, including, without limitation, the maximum number of days that large and/or sensitive documents will be retained, the maximum number of documents stored at any one time, and the maximum storage space that will be allotted on the servers on Customer's behalf, as specified in the Customer's account, or when applicable, as set forth in the TD. The Customer further agrees that, subject to applicable law, OT has no responsibility or liability whatsoever for the deletion of or failure to store any document and/or any communication stored or transmitted through the Services, except in the event of OT's gross negligence or willful misconduct.
- e) The Customer agrees that OT may, at any time, without notice and without liability, restrain the use of the Services or limit their availability for maintenance purposes or in case of emergency.
- f) NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE SERVICES DO NOT SUPPORT 911 OR 112 FUNCTIONALITY OR ANY OTHER SIMILAR FEATURE.
- g) **Network Overload:** In the event that the average fax page transmission is more than sixty (60) seconds, OT reserves the right to bill the Customer a surcharge, based on the following calculation:

$$(\text{average transmission duration per page in seconds} - 60) / 60 * \text{price per transmitted page} * \text{number of pages sent or received}$$

This surcharge shall be billed on a monthly or quarterly basis based on current usage or, as the case may be, shall be debited from the Credits.
- h) **International Telecommunications:** In regard to XM Fax, and with respect to the fees related to international telecommunications, such fees may vary from time to time, per the market conditions and thus OT, or the Payee when applicable, will inform Customer of such changes. When the subscription to the Services was not made through a TD, the international telecommunications fees shall be paid with Credits.
- i) **Premium Numbers.** Notwithstanding anything to the contrary herein, the Customer shall be responsible for all additional applicable charges, if any, in regard to calls for which a fee is charged to the caller, such as chat lines, adult entertainment services, or internet-dialer operated services (collectively "**Premium Numbers**"). Without limiting the foregoing, OT does not warrant that calls made to Premium Numbers will be supported by the Services.
- j) The Customer is fully responsible for the contents of its transmissions through the Services. OT simply acts as a passive conduit for the Customer to send and receive information of its own choosing. The use of the Services (including the transmission of Data stored through the Services) is subject to all applicable local, state, provincial, national and international laws and regulations (including, without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities, false advertising, personal

data protection and direct marketing).

- k) The Customer shall communicate to OT and update regularly a list of all its representatives authorized to act on its behalf under the Customer's account.
- l) OT shall have audit rights over relevant metadata and logs to verify the usage by the Customer of its Services and compliance with the GTC and this Appendix.
- m) OT reserves the right to discontinue any of the Services upon a six-month (6-month) prior written notice to such effect to the Customer. Should the Customer wish, it shall be entitled to terminate the Agreement by giving a written notice to such effect to OT or the Payee, as the case may be, within thirty (30) days of the receipt of OT's discontinuance of service notice. Neither OT nor the Payee shall be liable to the Customer or any third party should OT exercise its right to discontinue the Services, subject only to the refund of unused and unexpired Credits at the date of the modification and discontinuation of any such Services, when applicable.
- n) Notwithstanding any term of the GTC, Customer may not modify data once such data is stored within or transmitted by or processed by XM Fax or XM Send Secure.
- o) Support for the XM Fax or XM Send Secure services, as specified in the GTC, shall be provided according to the XM Fax Support Handbook.

About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit opentext.com.

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