



The Information Company

# XM Fax and XM SendSecure Cloud Services Appendix

to the Open Text Cloud General Terms  
and Conditions Multitenant Services

The following shall amend and supplement the terms of the Open Text Cloud General Terms of and Conditions Multitenant Services available at [www.opentext.com/agreements](http://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.

**"Customer"** means you, your wholly-owned subsidiaries and any related and controlled affiliates. Consumers and more generally any individual or entity acting for purposes other than business or professional purposes are excluded from the definition of Customer.

**"Appendix"** shall mean this document.

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

**“Proposal for Services”** shall mean the proposal for services entered into by and between you and OT or, when applicable, any commercial agreement between you and the Payee, where the scope of Services may be modified from time to time by you by modifying the subscribed Services via your customer’s account.

**“OT”** shall mean the Open Text Corporation, and all its subsidiaries and affiliates, as owner of the XM Fax and XM SendSecure cloud services. All capitalized terms not defined within this document shall have the same meaning as such terms in the underlying agreement.

## 2 Fees and Credits

1. 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.
2. The Customer may terminate the order under GTC at any time during the Term if OT materially breaches the provisions of this Appendix and that such breach is not cured following a thirty-day (30- day) prior written notice to such effect. When the Services have not been subscribed to through a Proposal of Services, the Credits so purchased shall be non-refundable and cancelled, irrespective of their validity period.
3. **Payments:** When the Services have been subscribed to by means of a Proposal of Services, the Customer shall pay OT, or the Payee when applicable, the fees for the Services as indicated in the Proposal for Services. 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.
4. **Credits:** When the Services have not been subscribed to through a Proposal of Services, the Customer shall purchase Credits.
5. **Pricing Modifications:** OT reserves the right to change prices (other than fees related to international telecommunications, when applicable, which shall be subject to the provisions of Section III 9 below) 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 Proposal of Services, 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 order under GTC 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 order under GTC shall terminate upon the end of the Term when the Services are subscribed to through a Proposal for Services, or at the date of notice when the Services were not subscribed through a Proposal for Services.

6. **Renewal:** If the Services have been subscribed to by means of a Proposal of Services, the Term set forth therein will automatically renew for an additional term equal to the initial Term upon expiry, the whole subject to price adjustment pursuant to Section II 5 above, unless either party gives notice in writing to the other party of its intention not to renew the Agreement, between the sixtieth (60<sup>th</sup>) and the thirtieth (30<sup>th</sup>) day preceding the end of Term. When required by law, OT shall send a written notice of upcoming renewal to the Customer between fifteen (15) and thirty (30) days prior to the above 60-day period.

## 3 Other

1. OT shall provide the Services from servers managed exclusively by OT and to which the Customer is not authorized to access.
2. 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.
3. **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 Proposal for Services. 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 negligence or willful misconduct.
4. **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 Proposal for Services. 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 negligence or willful misconduct.

5. The Customer shall not distribute unsolicited faxes, emails or other forms of commercial electronic messages, as applicable, through the Services and Customer acknowledges that OT, at its entire discretion and without further notice, may use technologies and procedures, such as filters, that may terminate the transmission of such unsolicited commercial electronic messages without delivering them. Without limiting the generality of the foregoing, should the Customer be using the Services for unsolicited commercial electronic messages, OT shall be entitled to terminate the order under GTC without incurring any liability following a prior written notice of five (5) days to such effect.
6. 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.
7. 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.
8. **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.
9. **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 Proposal of Services, the international telecommunications fees shall be paid with Credits.
10. **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.
11. 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). The Customer undertakes to comply with these laws and regulations and not to (i) use the Services illicitly; (ii) transmit, share, exchange or store materials susceptible to violate intellectual property rights or other rights of any third party or being illegal, illicit, tortuous, defamatory content, or content that affects the privacy of third parties; (iii) transmit, share, exchange or store Data belonging to a third party without first obtaining any required consent; (iv) transmit, share, exchange or store Data containing computer viruses or other codes, files or dangerous computer programs such as Trojans, Worms or delayed bombs; (v) disrupt or interfere with the servers of the network related to the Services; or (vi) try to access the Services, other users' accounts, systems or computer network related to the Services without authorization.

12. The Services make use of the Internet so that the Customer can send and receive information of its own choosing. As a result, Customer's conduct is subject to Internet regulations, policies and procedures. The Customer agrees not to use or reference the Services for chain letters, junk fax or junk mail, spamming or any activity involving the use of distribution lists and sending to any person in violation of any applicable law. The Customer further agrees not to attempt to gain unauthorized access to other computer systems. The Customer shall not interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services. Furthermore, the Customer must (i) obtain and pay for all equipment and third- party service (e.g., Internet access and email service) required to access and use the Services; (ii) maintain the security of its PIN number, password and other confidential information relating to its Customer's account; and (iii) to the full extent permitted by applicable law, be responsible for all charges resulting from its use of the Services, including unauthorized use, and taking steps to prevent any reoccurrence, except in cases where the unauthorized use of Services was caused by security issues of OT and/or agents or third parties retained by OT in the delivery of the Services.
13. In order to enable OT to better serve the Customer, the Customer hereby undertakes to reasonably cooperate with OT, and the Payee when applicable, and to provide, upon request, any reasonable information for the purposes of rendering the Services. The Customer also hereby undertakes to notify OT, or the Payee as applicable, of any additional constraints or legal obligations pertaining to Customer's Data that could be applicable to OT or the Payee with regard to the provision of the Services, including but not limited to, any legal obligation in processing personal data related to an individual's health. Any delay relating to the acts or omissions of the Customer with respect to the delivery of any required information shall affect the provision of Services, without incurring OT's or the Payee's liability. The Customer undertakes to provide accurate, exact and complete information to OT and the Payee when and if so requested, including but not limited to, its name, address, phone number and email address, so that OT and the Payee can maintain up-to-date information for the duration of the Term.
14. 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.
15. 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.
16. The Customer is fully responsible for maintaining the confidentiality of its Customer's account password. Losing the password may preclude any access to any data.

17. 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.
18. 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.
19. 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](https://opentext.com).

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