opentext™
Information reimagined

Core Fax and XM SendSecure Appendix
to
the OT Cloud General Terms and Conditions

OT will provide to the Client information services and professional services related to such information services (collectively referred to herein as the "**Services**") subject to the terms and conditions contained in:

1. The prices and any special terms contained in the TD attached to or incorporated by reference as part of this Core Fax and XM SendSecure Appendix;

2. Any other document incorporated by express reference as part of the Agreement; and

3. The OpenText Cloud General Terms and Conditions ("**GTC**"), which is posted at https://www.opentext.com/agreements, as the GTC may be updated from time-to-time.

4. In the event of any conflict or inconsistency among the documents referenced above, the documents will be interpreted in the following descending order of precedence; (i) the TD; (ii) the GTC; and (iii) this Core Fax and XM SendSecure Appendix.

As to Core Fax and XM SendSecure Services only, the following terms and conditions shall either amend, modify or supplement the GTCs:

1. Section 1 (**Definitions**) of the GTCs shall be amended to include the following:

    a. "**Credit**" shall mean, when applicable, the non-refundable credits bought from time to time by the Client 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.

    b. "**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.

    c. "**Core Fax and XM SendSecure Appendix**" shall mean this document.

    d. "**Services**" shall mean Core Fax and XM SendSecure Services.

2. The following terms are supplemental to the GTCs:

    a. Fees. The Client 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. Termination. In the event of termination for cause by Client, 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 Client 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 Client 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 Client. Should the Client 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 Client 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 2.m. 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 Client's remaining Credits, when applicable, they will remain in effect until the end of their validity period. Should the Client 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.

f. Services. OT shall provide the Services from servers managed exclusively by OT and to which the Client is not authorized to access.

g. Data Storage. 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.

h. Data Retention for Core Fax. OT will store fax messages received through the Client's Account until the earliest of (i) the end of the retention period agreed between OT and the Client; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Client, 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 Client 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 Client's behalf, as specified in the Client's account or, when applicable, as set forth in the TD. The Client 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.

i. Retention of Data for XM SendSecure. OT will store large and/or sensitive documents sent and received through the Client's account until the earliest of (i) the period selected by the Client when using the Services; or (ii) the termination of the GTC, after which OT shall be entitled, without any further notice to the Client, 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 Client 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 Client's behalf, as specified in the Client's account, or when applicable, as set forth in the TD. The Client 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.

j. Service Availability. The Client 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.

k. Service Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE CLIENT HEREBY ACKNOWLEDGES THAT THE SERVICES DO NOT SUPPORT 911 OR 112 FUNCTIONALITY OR ANY OTHER SIMILAR FEATURE.

l. Network Overload. In the event that the average fax page transmission is more than sixty (60) seconds, OT reserves the right to bill the Client a surcharge, based on the following calculation:
   i. (average transmission duration per page in seconds – 60) / 60 * price per transmitted page * number of pages sent or received
   ii. 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.

m. International Telecommunications. In regard to Core 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 Client of such changes. When the subscription to the Services was not made through a TD, the international telecommunications fees shall be paid with Credits.

n. Premium Numbers. Notwithstanding anything to the contrary herein, the Client 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.

o. Content. The Client is fully responsible for the contents of its transmissions through the Services. OT simply acts as a passive conduit for the Client 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).

p. Authorized Users. The Client shall communicate to OT and update regularly a list of all its representatives authorized to act on its behalf under the Client's account.

q. Audit. OT shall have audit rights over relevant metadata and logs to verify the usage by the Client of its Services and compliance with the GTC and this Appendix.

r. Discontinuation of Services. OT reserves the right to discontinue any of the Services upon a six-month (6-month) prior written notice to such effect to the Client. Should the Client 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 Client 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.

s. Data in General. Notwithstanding any term of the GTC, Client may not modify data once such data is stored within or transmitted by or processed by Core Fax or XM SendSecure.

t. Support for Services. Support for the Core Fax or XM SendSecure services, as specified in the GTC, shall be provided according to the Core Fax Support Handbook.

3. Emerging Technologies
The services and products provided by OT include and enable the use of predictive algorithms, generative artificial intelligence, and other components commonly referred to as artificial intelligence technologies ("AI Technology"), all of which may be provided by third parties (see subsection (e), below). By accepting these terms and conditions, Client agrees to the following:

a. The AI Technology may use or analyze Client data based on parameters that have been determined, identified, and/or defined by Client. Client's choice of parameters and the types of Client data which are input ("Inputs") into the relevant services and products may include assumptions, biases and limitations which will affect the effectiveness, quality, relevance, and accuracy of the outputs.

b. The quality of the outputs resulting from AI Technology ("Outputs") depends on the quality of the Inputs. The quality of the Inputs is the sole responsibility of Client.

c. Use of AI Components does not replace decision-making and judgement by natural individuals. The AI Technology are intended to provide additional knowledge to support such decision making and judgement. Client remains solely responsible for any decisions taken and judgements resulting from the Outputs. Client agrees that OT shall have no liability resulting from (i) the creation and/or use of the Outputs, and/or (ii) any decisions resulting from the use of the Outputs. Unacceptable risk use (as defined in EU Artificial Intelligence Act or per industry standards) is prohibited.

d. For all AI Technology that use large language models (including other technology affiliated with generative artificial intelligence), the nature of the technology may limit (i) the protection of privacy, (ii) rights to use, and/or (iii) the accuracy of the Outputs. Therefore, OT does not guarantee (i) the protection of privacy, (ii) rights to use, and/or (iii) the accuracy of the Outputs regarding such AI Technology and use of such models and related technologies.

e. Access to and use of any third-party services and products including and enabling AI Technology may be subject to Client agreeing to additional terms as notified to Client or its user(s) at the time of order, installation, enablement, access, or use of the relevant third-party service or product.

f. Applicable laws may provide for additional requirements concerning the use of AI Technology in certain contexts, services, or projects. Client is solely responsible for identifying and complying with the requirements applicable to the implementation and use of the relevant services and products (including AI Technology) in Client's processes.

g. OT shall be entitled to use, develop or share its experience and knowledge (including processes, ideas, statistical and other information) acquired by it in connection with the services and products ("Services Statistics") provided that any such use of the Services Statistics by OT is in a manner or form whereby (i) the Client is not identified as a source of any such Service Statistics; and (ii) any data arising from the Services Statistics is anonymized.

h. To the extent the Services include, enable, or make available any AI Technology, Client's use of such AI Technology shall be subject to OpenText's Emerging Technologies terms and conditions herein as amended form and made available by OT.

i. In the event of any conflict, inconsistency, or ambiguity between (i) the Emerging Technologies terms and conditions within: (i) this Core Fax and XM SendSecure Appendix, (iii) the OpenText Cloud General Terms and Conditions, and/or (iv) any Transaction Document, the Emerging Technologies terms and conditions shall govern solely with respect to AI Technology and the use, processing, ownership, governance, operation, Inputs, Outputs, third-party AI components, and compliance requirements applicable to such AI Technology. In all other respects, the order of precedence set forth in paragraph 4 of the introductory section of this Core Fax and XM SendSecure Appendix and the Agreement shall continue to apply.