

ONLINE PORTAL SERVICE

This Service Schedule (the “**Schedule**”) between Sherweb Inc. (“**Provider**”) and You, the organization purchasing the Online Portal Service, as identified as part of the subscription process for the Service (“**You**” or “**Your**”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable (“**MSA**”) by and between Provider and You.

This Schedule includes the terms and conditions governing the Online Portal Service provided to You under the Agreement. By accepting the MSA, by subscribing to or by using the Online Portal Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definition(s) apply:

“**Online Portal Service**” means the administrative web-based platform of Provider located at <http://www.sherweb.com/customer-login/>, based on Your Account, that allows You to manage Your Account, update Your Account Information, view Your invoices and purchase Services. The Online Portal Service may include the access and use of Provider’s application user interface (API) to connect the Online Portal Service to Third-Party Applications for specific functionalities.

“**Third-Party Applications**” refers to the online Web applications and offline software provided by third parties that communicate with the Online Portal Service for specific functionalities.

“**Pre-Release Integration**” refers to a version of a Third-Party Integration provided to You as part of the Online Portal Service prior to Provider’s commercial release of such Third-Party Integration.

“**Third-Party Integration**” refers to an integration of a Third-Party Application with the Portal.

2. Online Portal Service

2.1. Permitted Use. Subject to the terms and conditions of the Agreement, You may access and use the Online Portal Service to manage Your Account, update Your Account Information, order or remove services and manage Your Customers (if applicable).

2.2. Third-Party Applications. In the event that You install or activate a Third-Party Application for use with the Online Portal Service, You acknowledge that (i) the Third-Party Application is not governed by the Agreement; and that (ii) Provider may authorize such Third-Party Application to access information related to Your Account as necessary for them to function with the Online Portal Service, including information related to Your End Users. You hereby grant Provider the right to share or transfer information related to Your Account, including information related to Your End Users, to the related Third-Party Application, provided that such information is necessary to perform specific functionalities related to the Third-Party Application. Provider disclaims liability for the disclosure, modification or deletion of any information related to Your Account, including information related to Your End Users, resulting from such access by Third-Party Application providers. Service features that function and communicate with Third-Party Applications depend on the continuous availability of a third-party API or program to be used with the Online Portal Service. If the third-party API or program ceases to be available, Provider may cease to provide these Service features without You being entitled to a reimbursement, credit note or any other compensation.

2.3. Pre-Release Integration. If Provider grants You a temporary right to access and use a Pre-Release Integration, such Pre-Release Integration shall be used for testing purposes only. In consideration for accessing and using a Pre-Release Integration, You agree to notify Provider of all problems and ideas for enhancements, and You hereby assign to Provider all rights, title and interest to such feedbacks and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, trademark, moral right or other intellectual property rights. Provider has no obligation to provide a commercial version of the Pre-Release Integration or to make any changes or improvements to the Pre-Release Integration. Provider has no obligation to provide

maintenance or support for a Pre-Release Integration. Provider may cease to provide You the right to use a Pre-Release Integration at any time at its sole discretion.

2.4. **Acceptable Use.** Provider reserves the right to intervene on the Online Portal Service if Your behavior or Your use of the Online Portal Service or any of its components is affecting negatively the normal operations of the Portal. This intervention includes the suspension of Your Service in whole or in part. Provider will contact You as soon as reasonably possible regarding any issues related to this policy.

2.5. **Privacy Notice.** You hereby agree with the terms and conditions of the Online Portal Privacy Notice located [here](#). The Online Portal Privacy Notice shall be deemed a part of and shall be incorporated by reference into this Schedule.

3. Warranties and Disclaimers

3.1. **Pre-Release Integration.** ANY PRE-RELEASE INTEGRATION IS PROVIDED HEREUNDER "AS IS". PROVIDER EXPRESSLY EXCLUDES ALL WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS, SUITABILITY OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE, QUALITY, ACCURACY OF THE DATA DERIVED FROM OR PROVIDED BY THE PRE-RELEASE INTEGRATION, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, ARISING OUT OF THE PERFORMANCE OR THE USE OF A PRE-RELEASE INTEGRATION, WHETHER OR NOT PROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

3.2. **Warranty Disclaimer.** THE INFORMATION PROVIDED BY PROVIDER OR THE ONLINE PORTAL SERVICE TO THE THIRD-PARTY APPLICATION IS OFFERED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF INFORMATION DISCLOSED TO A THIRD-PARTY APPLICATION UNDER THIS AGREEMENT.

3.3. **Service Availability Warranty.** Provider covenants to a 99.9% Service Availability for the Online Portal Service, excluding any Third-Party Integration.