

# Email Services

## Specific Terms and Conditions

These Specific Terms and Conditions and ROOT' General Terms and Conditions shall be interpreted and applied together as a single instrument (the "Agreement"). All definitions contained within these Specific Terms and Conditions shall have the same meaning as those defined in the General Terms and Conditions.

### Article 1. The Service

ROOT shall provide the Customer with email services (the "Email Services") as described herein insofar as the Customer has placed an order for such service pursuant to the General Terms and Conditions.

Under these Specific Terms and Conditions ROOT shall provide the Customer with the following services.

ROOT shall grant the Customer a nonexclusive limited license to access and use ROOT email platform (the "Email Platform") with certain, limited email functions chosen by the Customer in their Order Form.

#### 1.1 Email Address and Mailbox

ROOT shall make available to the Customer the number of email address(es) and corresponding number of email mailbox(es) specified by the Customer in the Order Form.

#### 1.2 Storage

The limits of the storage space made available to the Customer by ROOT per email mailbox shall be those selected by the Customer in their Order Form.

#### 1.3 Email sending limits

The limit of number of emails that may be sent simultaneously or individually during a given period of time via the Email Services shall be discretionarily set by ROOT. Such limit shall be set to protect the Email Platform, other ROOT customers and any other third party.

#### 1.4 Webmail interface

As part of the Email Services, ROOT may make available a web interface to the Customer enabling the Customer to consult, manage and send emails via the Email Address.

#### 1.5 Email Protocols

ROOT shall also provide the Customer with at least one Email Protocol such as Post Office Protocol, Internet Message Access Protocol and Simple Mail Transfer Protocol enabling the Customer to consult, manage and send emails via the Email Address.

#### 1.6 Anti-Spam

The Customer may order from ROOT the provision of an Anti-Spam solution in consideration of a fee or not depending on the Customer's Email Service selection. The Customer understand and agrees that in any event such solution shall be provided « AS-IS » without any express or implied warranties as to the well functioning or efficiency of the Anti-Spam solution.

### Article 2. Service Limits

However, the Customer may be allowed to temporarily exceed the Email sending and storage limits depending on the Email Services selected, the Customer commits to diligently monitor

and limit its usage of storage and sending of emails to abide with the limits of its order selection.

In cases where the Customer exceeds the limits of its Email Services order selection, ROOT shall be entitled to charge the Customer with additional fees. In addition ROOT shall be entitled to discretionarily upgrade the Customer Email Services selection in cases where the Customer will have exceeded its current selection limits on three (3) occasions for a consecutive period of one (1) month.

ROOT makes no warranty regarding the Email Services including, without limitation, the suitability of: (a) the Web Interface; (b) the Email sending Limits; (c) the storage availability to be used by the Customer.

### Article 3. Domain Name and Name Servers

The Customer expressly understands that the Email Services require the holding of a Domain Name and Name Servers to be operational. Unless the Customer subscribes to ROOT Domain Name registration services, the Customer shall bear sole responsibility for the registration and maintenance of the Internet domain name (the "Domain Name") necessary for the use of the Email Services. While ROOT shall have no obligation to control the choice of Domain Name made by the Customer to be used within the scope of the Email Services, the use of the Email Services shall solely be allowed providing that the Domain Name complies with any applicable legal, statutory, administrative and contractual obligations in force. More generally the choice of Domain Name shall comply with the Agreement provision on third parties rights.

### Article 4. Customer Content

The Customer understands that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted to the Customer or by the Customer using the Email Services, are the sole responsibility of the person from whom such Content originated. This means that the Customer is entirely responsible for all Content that they upload, post, email, transmit or otherwise make available via the Email Services.

ROOT will not control the Content posted via the Email Services and, as such, shall not guarantee the accuracy, integrity or quality of such Content. The Customer understands that by using the Email Services, they may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will ROOT be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Email Services. The Customer is being reminded that ROOT has no obligation to monitor the Content hosted via the Email Services.

Notwithstanding the aforementioned, in cases where it will come to ROOT's attention that blatantly illegal Content is being hosted via the Email Services, ROOT will remove it promptly, without notifying the Customer. In such case, ROOT may have to report said illicit activities and furthermore may assist the Law Enforcement.

Upon receipt of a claim regarding a Content that is not blatantly illegal, ROOT will invite the complainant to lodge a complaint before the applicable authorities and where applicable ROOT may communicate the notification regarding such claim to the relevant customer so that they ensure that the reported Content does comply with the applicable Laws. ROOT shall solely remove Content if a court order request expressly ROOT to do so and/or in cases where the Content is blatantly illicit.

### Article 5. Use of the Service

The Email Services are expressly limited to use by the Customer. The Customer must notify ROOT within five (5) days of any notices received by the Customer that could adversely affect ROOT including, but not limited to, notices of claims or proceedings that involve the Email

Services. The Customer must promptly notify ROOT of any errors, "bugs," or problems experienced in using the Email Services.

ROOT shall exercise no control over, and accept no responsibility for, the informational content transiting via, the Email Services. ROOT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information involving the Email Services shall be at Customer's own risk. ROOT specifically denies any responsibility for the accuracy or quality of information obtained via the Email Services.

The Customer may not interfere with the use by ROOT or others of the Email Platform, nor may the Customer sublicense the Email Services or allow third parties to use the Email Services.

## **Article 6. Duration and Termination**

### **6.1 Service Start Date**

Where applicable, ROOT may provide the Customer with an estimated installation date and lead-time by communicating those on the Order Form or by any other means of notice.

Unless expressly agreed by the Parties and confirmed in written by ROOT, both the installation date and lead-time shall only be provided for informational purposes. Under no circumstances shall ROOT be responsible or liable for any delay in, or modification of the installation date and lead-time.

ROOT shall immediately notify the Customer when the Email Services is available for the Customer's use. (the "Service Start Date")

### **6.2 Term**

The initial term of the Email Services shall be set forth in the applicable Order Form but in no event will be less than one (1) month. The Agreement shall be automatically renewed at the same pricing, for the same period and on the same terms and conditions, unless a Party sends a written notification by registered mail (with acknowledgement of receipt) to the other Party at least one (1) month prior to the end of the contractual period currently in process.

### **6.3 Termination and Early-Termination Fees**

**6.3.1** Upon cancellation, expiration or termination of the Agreement, the Customer shall, within no more than ten (10) days return, at its expense, any Equipment used or to be used in connection with the Email Services, as well as any software or other materials provided by ROOT within that scope.

**6.3.2** If the Agreement is terminated for Customer's default, including termination for non-payment, Customer shall be required to pay, in addition to all other amounts due and owing ROOT, an applicable early termination fee equal to: (a) one hundred percent (100%) of the Recurring Fee due for the Email Services during the remainder of the initial term or any renewal term, plus (b) all charges associated with the service ordering and installation.

**6.3.3** The Parties agree that ROOT damages in the event of cancellation or early termination are difficult or impossible to ascertain and, therefore, the provisions set forth above are intended to establish liquidated damages and are not intended as a penalty.

## **Article 7. Tariff, Invoicing, Payment**

### **7.1 Recurring Fee**

For the provision of the Email Services, the Customer shall pay the Recurring Fee. The Recurring Fee is based on the Customer service selection specified in the Order Form.

Notwithstanding the Service selection made, the Customer usage of bandwidth and traffic shall be monitored and diligently controlled to prevent (a) any invoicing of additional fees (b) any consequences that an over usage may have on ROOT' Network.

As such, the Customer understand and accept that it is and will be solely responsible for all consequences of any over usage that was not expressly approved in writing by ROOT.

The Customer shall control their consumption of bandwidth and traffic and shall inform ROOT in case of planned or expected over usage, no matter the duration or extent of such over usage.

## 7.2 Installation Costs

The Customer shall pay the installation costs in addition to the Recurring Fee.

## 7.3 Invoicing and Payment

The Recurring Fee and installation costs are due from the Service Start Date regardless of the Customer readiness or actual use of the Email Services at that time.

The Recurring Fee shall be charged at least ten (10) days before the anniversary date of the contractual period in course, in advance, and shall be payable within thirty (30) days following the invoice date, unless otherwise provided on the invoice.

## Article 8. ROOT obligations

**8.1** ROOT shall provide the Email Services with reasonable care and skill and in accordance with best industry practice.

**8.2** ROOT shall provide the list of the available functionalities of the Email Services which shall vary depending on the options selected by the Customer. These different options are specified on ROOT Website.

**8.3** ROOT warrants that the hardware, software and the server shall perform in accordance with the specifications set out in the Order;

**8.4** ROOT shall make its best efforts to:

- maintain the Email Platform in good working order and in accordance with best industry practice; and to
- remedy as soon as reasonably practicable to any defect, error or malfunction of the Email Platform, and to notify the Customer as soon as possible if such repair or replacement requires the suspension of the Email Services.

**8.5** ROOT shall inform the Client by email as soon as reasonably practicable if any maintenance, repair or upgrade requires the Email Services to be suspended and shall inform the Customer of the forecasted duration of such suspension.

## Article 9. Customer's obligations

**9.1** The Customer shall be solely responsible for:

- any loss or damage to the Content, and shall subscribe to an appropriate insurance policy to cover the risk of any such loss or damage. The Customer may not claim any reimbursement, replacement, or compensation from ROOT in any circumstances;
- complying with all applicable laws and regulations to the Content;
- making regular backups of the Content on any medium of its choice on a regular basis.

**9.2** The Customer shall use its best endeavours to ensure that the Content does not contain any viruses and/or other harmful code.

**9.3** If the Customer use automated scripts and/ or programs to send emails via the Email Services, the Customer undertakes to make reasonable use of such scripts and/or programs.

**9.4** If, in ROOT's opinion, the use of the scripts and/or programs and more generally the use of the Email Services is unreasonable or excessive and/or affects or may affect the Email Platform or the provision of the Email Services in general ROOT reserves the right to suspend the Email Services without prior notice.

**9.5** For the purpose of the provision of article 9.3 and 9.4 here above, ROOT will mainly take into account the following criteria in deciding whether the use is unreasonable or excessive: (a) number of emails sent during a given period of time; (b) the size of those emails; (c) the number of recipients of those emails; (d) any other criteria which in ROOT's sole discretion may harm or hinder the Email Platform.

#### **Article 10. Limits on use**

ROOT, without liability to the Customer or others, may: (a) limit the use of the Email Platform by the Customer when necessary due to causes beyond ROOT' control; (b) suspend any and all Services or use of the Equipment, or both (c) terminate the operation of the Email Platform without notice, if ROOT reasonably believes such action is necessary to protect life, property, or both. When practicable, ROOT will notify the Customer promptly of such action and will cooperate with the Customer to return the Email Platform to operation.

#### **Article 11. Credentials**

As part of the Email Services, the Customer may be communicated several logins and passwords that shall enable the Customer to carry out various operations required to operate the mailboxes. (the "Credentials")

The Customer shall bear sole responsibility for the management and preservation the Credentials that have been communicated to the Customer.

The Credentials are personal and confidential and the Customer shall not disclose them to any third party under any circumstances.

In the event of loss or theft of any of the Credentials, or if the Customer has reason to believe that the Credentials have been disclosed to any third party, the Customer shall immediately modify the disclosed Credentials and if need be inform ROOT without delay.

ROOT shall not be held responsible or liable for any fraudulent use of the Credentials.