



Third-Party Compliance Archiving Services – Global Relay Services Procurements

Notwithstanding anything to the contrary, the following terms apply to use of Global Relay Services as defined below.

Licensing:

MetTel may make available to Customer certain archiving, retention, supervision, or related compliance services provided by Global Relay Communications Inc. and its affiliates ("Global Relay Services"). Customer acknowledges that Global Relay Services are provided solely by Global Relay, and in addition to the MetTel terms of service Customer's access to and use of the Global Relay Services are governed by the Global Relay Master Terms of Service RV ("MTOS RV" - located at <https://www.globalrelay.com/policies/mtos-resold-customer> as of the date of this schedule and in any event available upon request), incorporated by this reference, and form the Agreement and govern the relationship between Global Relay and Customer in respect of the Global Relay Services subscribed for by Customer through MetTel. Global Relay may amend any provision of the MTOS RV from time to time without further notice and the most current version will take effect upon posting. Customer hereby accepts the terms and conditions of the MTOS RV. In the event of any inconsistency between the MetTel terms and conditions and the MTOS RV, the MTOS RV shall govern solely with respect to the Global Relay Services.

Agent Authorization:

In purchasing Global Relay Services, Customer authorizes MetTel to notify, direct and provide Customer information to Global Relay to provision such services to Customer. For security purposes, Customer shall deliver to Global Relay Services an Appointment of Administrator form titled Direction & Authorization to Appoint Administrator (the "AoA Form") to appoint Administrative User(s), and to confirm archive domain(s), compliance requirements (if applicable), and Customer's required data retention term. Customer Administrative Users are responsible for managing the accounts and passwords, as well as any necessary instructions. Customer must appoint at least one Administrative User to access the Global Relay Services. Customer will work with MetTel to designate a contact for the Global Relay Services, which will include naming MetTel as a key contact for the Global Relay Services on behalf of Customer in order to obtain applicable specifications to setup, configure, and test the Global Relay Service, Accounts, and Users in Customer's environment.

Subscription Use, True Up and Commitment:

Customer may increase Customer's subscription to Global Relay Services by providing MetTel prompt notice. Customer shall be responsible and be charged accordingly for any additional usage above and beyond ordered quantities from the date of such increased usage. Customer shall be responsible for maintaining a minimum subscription level based on the higher of the subscription purchased or the average usage over the prior 12 month (prorated if less) if Customer's usage exceeds the ordered quantities.

Term:

Global Relay Services purchased by Customer shall renew on an annual basis unless Customer provides written notice to MetTel 90 days prior to such annual renewal. If Customer subscribes to Global Relay Services that have a minimum term, Customer cannot terminate those services during such minimum term. Customer shall remain responsible for payment for all services through the minimum term, even if terminated early. Customer shall provide 60 days written notice to MetTel prior to the end of the term for any Global Relay Services for those services to expire at the end of their applicable term.

Third Party Platforms:

Customer may use Global Relay Services with third party platforms or e-mail services clients that are expressly



supported by Global Relay Archive Services (currently listed here: <https://www.globalrelay.com/discover/#data-feeds-tab>). This may be updated from time to time. The availability or performance of any such third party platforms cannot be warranted and MetTel and Global Relay expressly disclaims any and all liability related to, connected with, or arising from third party platforms including any outages, delivery delays, delivery methods, corruption of data, processing failures, failure to format data in accordance with such third party platform's data schema, changed or discontinued or failed services, or termination of service. Customer shall remain responsible for any additional fees for usage or overages that arise from the Global Relay Services interoperating with Customer's third party platforms.

AUP:

Customer shall comply with Global Relay's Acceptable Use Policy located at <http://www.globalrelay.com/policies/acceptable-use>, as updated from time to time.