

Alias Service Description

Azure Cloud Services from Alias Technologies

Introduction

Alias is pleased to provide Azure Cloud Services from Alias (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Alias Technical Support or your sales representative.

The Scope of These Services

A complete list of the Services covered by this Service Description can be found in Appendix A. Alias’s responsibilities include:

- Provisioning. Alias will utilize the Microsoft Azure Management portal or other interfaces to create the Azure Active Directory tenant(s) and subscription(s) on the Customer’s behalf.
- Support. Alias will provide 24x5 support for Customers who are utilizing Azure Services purchased from Alias (see Appendix A for eligible “Azure Services”). Support is provided through Basic (free) and paid Support Plans (see Appendix B for details). Support questions regarding the performance of Azure Services may be re-directed by Alias to Microsoft for resolution. Customer issues regarding their on-premise infrastructure, architecture, appropriate service usage, or ongoing operation of Azure Services may be re-directed to Alias’s managed services and/or consulting teams for engagement at an additional fee. If Customer is interested in these services, Customer may call 713-283-8951 or email support@aliasnow.com. The Azure Services are more fully described at <https://azure.microsoft.com>. Service Level Agreement (“SLA”) describes Microsoft’s commitments for uptime and connectivity for Azure Services. These SLA’s can be found at: <https://azure.microsoft.com/en-us/support/legal/sla/>. Alias’s Azure Support Plans are more fully described in Appendix B.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for the Customer.
- Consulting and/or managed services associated with the Customer’s used of Azure.
- Support for Azure Services not purchased from Alias and not listed in Appendix A.
- Configuration of features within Azure Services, such as frequency of back-ups, or size and performance of virtual machines (VMs).
- Networking, other than the specific Services covered by this Service Description.

- Performance or availability issues due to factors outside Alias’s reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the Microsoft data centers, including at your site or between your site and the Microsoft data center).
- Performance or availability issues that result from the use of services, hardware, or software not provided by Alias, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services. This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

Offer Specific Customer Responsibilities

Customer will be responsible for:

- Training staff to a minimal level of competency on Azure Services, feature configuration, and maintenance.
- Administrative functions for Azure Active Directory related to Azure Services purchased from Alias.
- Maintenance of on-premise infrastructure.
- Recovery of on-premise infrastructure in the event of an outage, including restoring data and applications from Azure.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Alias to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Alias to perform these Services.

Customer Cooperation. Customer understands that without prompt and adequate cooperation, Alias will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Alias with all cooperation necessary for Alias to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Alias will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

Third Party Warranties. These Services may require Alias to access hardware or software that is not manufactured by Alias. Some manufacturers' warranties may become void if Alias or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Alias's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Alias does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Alias Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Alias entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Alias that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this

Service is provided subject to and governed by Alias's Cloud Solutions Agreement (as applicable, the "Agreement"). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

-aliasnow.com/legal/cloudterms

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at aliasnow.com. To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description. By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Alias.com website in connection with your purchase or within a Alias software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Supplemental Terms & Conditions Applicable to Cloud & SaaS Services

1. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("Term") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Alias and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

2. Important Additional Information

A. Payment for Hardware Purchased With Services. Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.

B. Optional Services. Optional services (including point-of-need support, installation, consulting, managed, professional, support, security or training services) may be available for purchase from Alias and will vary by Customer location. Optional services may require a separate agreement with Alias. In the absence of such agreement, optional services are provided pursuant to this Service Description.

C. Assignment. Alias may assign this Service and/or Service Description to qualified third party service providers.

D. Geographic Limitations and Relocation. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details.

E. Liability. ALIAS WILL HAVE NO LIABILITY FOR: • ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION; • LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE; • DAMAGED OR LOST REMOVABLE MEDIA; • THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR • FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY ALIAS OR A THIRD-PARTY SERVICE PROVIDER.

Alias will not be responsible for the restoration or reinstallation of any programs or data.