

Microsoft Cloud Storage Program Integration Agreement

This Microsoft Cloud Storage Program Integration Agreement (the “**Agreement**”) is between Microsoft Corporation (“**Microsoft**”) and DOCUMENT.ONLINE (“**Company**”). This Agreement will be effective as of the later of the two signature dates below (the “**Effective Date**”).


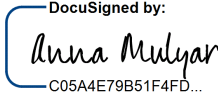
This Agreement consists of:

- The following terms and conditions; and
- Any attached Schedules or Exhibits.

Addresses and contact details:

Microsoft		Company	
Address:	Microsoft Corporation One Microsoft Way Redmond, WA 98052	Address:	Document.Online Vozdvyzhens'ka St, 56, Kyiv, Ukraine, 02000
Attention:	Office Business Development	Attention:	Anna Mulyar
Phone Number:	425.882.8080	Phone Number:	+380 44 499 29 11
Fax Number:	425.936.7329	Fax Number:	
E-Mail Address:	david.appel@microsoft.com	E-Mail Address:	info@document.online
Copy of all notices to:	Corporate, External, & Legal Affairs (CELA) Attn: Office CELA jamac@microsoft.com Fax: 425.936.7329	Copy of all notices to:	Alexander Bereza bereza.a@document.online

Agreed and accepted:

Microsoft	Company
Microsoft Signature: 	Company Signature: 
Microsoft Name: Ron Pessner	Company Name: Anna Mulyar
Microsoft Title: PM Director	Company Title: Deputy Director
Microsoft Date: 10 September 2019 7:48 AM	Company Date: 11 September 2019 9:14 PM

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SECTION 1 Recitals

Company is a cloud storage service provider and wants to participate in Microsoft’s Cloud Storage Program, which allows for various technology integration scenarios with Microsoft’s Office Technologies. Company and Microsoft desire to work together to enable Company users to view and edit documents stored on the Company Service in the Supported Office File Formats using an Office Technology that integrates with a Company Application, and to enable users of an Office Technology to utilize the functionality of Company offerings from within such Office Technology file experiences, as applicable.

SECTION 2 Definitions

- (a) **“Affiliate”** means each legal entity that owns, is owned by, or is commonly owned with a party. **“Own”** means having more than 50% ownership or the right to direct the management of the entity.
- (b) **“Company Application”** means collectively the English-language version and any and all international versions of Company’s cloud storage application that may integrate with a particular Office Technology as specifically set forth in the applicable Integration Spec, including all documentation that Company provides with its general commercial releases of such application. For clarity, each Integration Spec sets forth the types of Company Applications supported by such Office Technology.
- (c) **“Company Service”** means the Company cloud storage service.
- (d) **“Confidential information”** is non-public information, know-how and trade secrets in any form that (i) are designated as “confidential;” or (ii) a reasonable person knows or reasonably should understand to be confidential.
- (e) **“End User”** means any person or other entity that uses the applicable Office Technology, developed in accordance with the applicable Integration Spec, to access (i) files stored in the

Company Service or (ii) any of the functionality of the Company Application, developed in accordance with the applicable Integration Spec.

- (f) **“Integration Spec”** or **“Integration Specs”** means the specifications for Office Technologies set forth in Schedules to this Agreement, and any other technical documentation provided by Microsoft in connection with the integrations contemplated herein.
- (g) **“Office Technology”** means a Microsoft Office software, online application or service that Microsoft offers for integration under its Cloud Storage Program as set forth in an Integration Spec, and **“Office Technologies”** means more than one or all of the Office Technologies covered by this Agreement.
- (h) **“Schedule”** means a schedule to this Agreement, which is attached hereto and incorporated herein, that sets forth an Integration Spec for a particular Office Technology. Schedules A and B are incorporated by reference in this Agreement as of the Effective Date, and Microsoft may add any subsequent Schedules that will become a part of this Agreement, as set forth below.
- (i) **“Supported Office File Formats”** means the file formats specified in the Integration Spec for the applicable Office Technology. **“Supported Office File Formats”** also includes future Microsoft Office file formats concurrent with generally available Microsoft support for the respective Office Technologies, including changes to view-only or view-and-edit support.
- (j) **“Term”** means the period from the Effective Date and continuing until this Agreement is terminated in accordance with the provisions of Section 6.

SECTION 3 Development activities and integration performance tracking.

- (a) **Company Development.** Company will develop each Company Application to conform to the applicable Integration Spec.
- (b) **Microsoft Development.** Microsoft will develop each Office Technology to conform to the applicable Integration Spec.
- (c) **Timelines; updates.**
 - (1) Microsoft and Company will use commercially reasonable efforts to make publicly available the Office Technology(ies) and the Company Application(s), respectively, each as developed under Sections 3(a) and 3(b), no later than such date(s) on which the parties mutually agree in writing (e-mail sufficient). Each party will notify the other of the date on which it makes publicly available its respective offering(s) described above. The date on which the last of either the Microsoft or Company offerings is made publicly available is the **“Launch Date”** for the applicable Office Technology offering. For the avoidance of doubt, any failure by one party to meet this proposed launch timeline will not be deemed a breach of this Agreement. In such event, the parties will work in good faith to agree upon a revised schedule.
 - (2) If Microsoft makes any updated version of an Office Technology publicly available after the applicable Launch Date, Microsoft shall notify Company and Company will then update the applicable Company Application as needed to make it conform to the applicable Integration Spec when used with that updated version of such Office Technology. Company will make each such updated Company Application publicly available within a reasonable time (but in any event, no more than 60 days) after

Microsoft makes publicly available the updated version of the applicable Office Technology.

- (3) If Company makes any updated version of a Company Application publicly available after the applicable Launch Date, Company will ensure that such updated version conforms to the applicable Integration Spec when used with the then-current version of the applicable Office Technology. Once an updated version of the applicable Company Application or Office Technology has been made publicly available, all of the other provisions of this Agreement concerning the applicable “Company Application” or “Office Technology” respectively, will apply to it.
 - (4) As to any Office Technology that Microsoft adds to this Agreement after the Effective Date, Microsoft will notify Company of applicable Integration Specs for such, as detailed in added Schedules to this Agreement. If Company makes a Company Application for any Office Technology that Microsoft adds after the Effective Date, it must do so in conformance with the applicable Integration Spec and will be deemed to have agreed to the terms and conditions of that Integration Spec as incorporated in this Agreement.
- (d) **Subcontracting.** Either party may subcontract its obligations under this Section 3 to any third party without the other party’s prior written consent. Each party will be liable for its subcontractors’ actions and omissions relating to this Agreement as if they were that party’s own actions and omissions.
- (e) **Performance metrics and remediation.** Company will provide Microsoft performance metrics (aggregated, non-personally identifiable data) as detailed in the Schedules, which Microsoft performance metrics may be amended as agreed to between the parties on a quarterly basis. The parties will use commercially reasonable efforts to work together to set performance targets for the integration. In the event the integration does not meet the performance targets, the parties will review and use good faith efforts to agree upon a remediation plan that may include, but is not limited to, Company improving the applicable Company Application to enhance the discoverability of the Office Technology, as applicable, and increasing efforts to market such Office Technology, as applicable, in the applicable Company Application.

SECTION 4 Publicity and Promotion

- (a) **Publicity (press releases and blog posts).** Microsoft may issue press release(s) and/or blog post(s) concerning the parties’ relationship represented by this Agreement. Company agrees to make commercially reasonable efforts to issue a press release and/or blog post concerning the parties’ relationship represented by this Agreement within a reasonable time after its Launch Date. Any such press releases or blog posts from a party shall be reviewed and approved by the other party in writing (email sufficient) prior to issuance or publication, and Company press releases and blog posts shall comply with any guidelines provided by Microsoft via email or posted on a partner site for this program.
- (b) **Promotion and marketing.** Either party may create and publish promotional and marketing content and materials in connection with a specific Office Technology integration under this Agreement (in the case of Company, subject to the prior review and approval of Microsoft in writing (email sufficient)). Without limiting any of Company’s specific promotional related obligations referred to in Section 4(c) below and described in the Integration Specs, Company also agrees to make commercially reasonable efforts to promote and market the availability of a Company Application in connection with a specific Office Technology integration within a

reasonable time after its Launch Date (and continuing throughout the Term of this Agreement) through collateral on Company's website that calls out the integration, which shall be in compliance with any guidelines provided by Microsoft via email or posted on a partner site for this program.

- (c) **Microsoft requirements for Integration Specs promotions.** For promotions called for in the Integration Specs, Company shall prominently display all promotions in compliance with Microsoft's Trademark and Branding Guidelines set forth in Exhibit A ("Branding Guidelines") and in a manner that such promotions: (i) will be easily and readily discovered by a large majority of Company users, (ii) are at least as prominent as any similar Company promotions and no less prominent than similar promotions of third-party integrations, and (iii) are something users can easily read, understand and/or act on, as appropriate.

SECTION 5 Intellectual property

(a) Microsoft Trademark License.

- (1) During this Agreement's Term, Microsoft grants to Company a non-exclusive, limited, worldwide, non-transferable, non-assignable, royalty free, fully paid up license to use the Microsoft Trademarks listed in Exhibit A (i) within the user interface of the Company Application developed in accordance with the Integration Spec in a manner approved by Microsoft prior to public availability; and (ii) subject to Microsoft prior written approval (with such approval not to be unreasonably withheld), in Company's promotional materials related to the Office Technology integration with the Company Application, as applicable, as more fully described in Exhibit A. Notwithstanding the foregoing, provided that Company obtains Microsoft's prior written approval of the initial and representative sample of use of Microsoft Trademarks in its promotional materials, Company will not be required to request Microsoft's review and approval of all promotional materials so long as the subsequent materials are substantially similar to those previously approved by Microsoft. Company may sublicense the rights granted under this Section 5(a)(1) only to third parties acting on behalf of Company.
- (2) Company will comply with Microsoft's branding requirements and restrictions for Microsoft's Trademarks. Company will not use Microsoft's Trademarks to:
 - (i) imply Microsoft's endorsement, sponsorship, or affiliation except as allowed by this Agreement; or
 - (ii) disparage Microsoft or its products or services.
- (3) The license granted under Section 5(a)(1) is conditioned on Company complying with Sections 5(a)(2)-(3). The Company Application must (i) meet or exceed quality and performance standards generally accepted in the industry; (ii) be at least equal to the quality of applications and services that Company distributed and provided before the Effective Date, and (iii) comply with all applicable laws, rules, and regulations. If Company fails to comply with Section 5(a)(2) or (3) and does not cure that failure within 15 days after receiving notice, Microsoft may terminate the license granted to Company under Section 5(a)(1).
- (4) In its reasonable discretion, Microsoft may update the Microsoft Trademarks and any branding specifications, which may be posted on a partner site for this program or shared with Company in some other manner in writing. Company will implement any

changes required by updated specifications within a reasonable time (not to exceed 60 days) after written notice from Microsoft.

- (5) All goodwill regarding the Microsoft Trademarks licensed under this Agreement will inure to Microsoft's benefit.

(b) Company Trademark License.

- (1) During this Agreement's Term, Company grants to Microsoft a non-exclusive, limited, worldwide, non-transferable, non-assignable, royalty free, fully paid up license to use the Company Trademarks in the form provided by Company (i) in connection with any onboarding process related to a specific Office Technology for purposes of Microsoft providing End Users access to Company Service from the Office Technologies; or (ii) as otherwise may be agreed to by the parties in writing (e.g., in marketing or promotional materials).
- (2) In its reasonable discretion, Company may update the Company Trademarks, and any such updates will be provided to Microsoft as set forth above. Microsoft will implement any changes required within a reasonable time (not to exceed 60 days) after notice from Company.
- (3) All goodwill regarding the Company Trademarks licensed under this Agreement will inure to Company's benefit.

- (c) No joint development.** The parties do not intend to engage in any joint development under this Agreement, and will not do so unless expressly agreed otherwise in a separate agreement or in an amendment to this Agreement. Company will retain any and all intellectual property and other rights in the Company Application and Company Service. Microsoft will retain any and all intellectual property and other rights in the Office Technologies.

- (d) Feedback.** Either party may provide suggestions, comments or other feedback ("**Feedback**") to the other with respect to the other's products and services. Feedback is voluntary and the receiving party may use it for any purpose without obligation of any kind. The party receiving Feedback will not disclose the source of the Feedback without the consent of the party providing it. Unless the parties specifically agree in writing, Feedback will not be subject to any confidentiality obligation.

- (e) Excluded License Actions.** Each party acknowledges and agrees that nothing in this Agreement grants it the right to, and that party agrees that it will not, distribute anything or otherwise take any action that would subject any of the other party's software, technology, or other property to license terms that seek to require that software, technology, or other property to be: (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge.

- (f) No implied licenses.** Except as expressly provided herein or as may be granted under a separately executed license agreement, no licenses, express or implied, are granted by either party to the other party.

SECTION 6 Term and Termination

- (a) Term.** This Agreement starts on the Effective Date and, unless terminated earlier according to its terms, will continue for a one-year period (the "**Initial Term**"), at which point this Agreement shall automatically renew for successive, additional one-year periods (each, a "**Renewal Term**"),

unless either party gives the other party at least 60 days' written notice prior to the expiration of the Initial Term or then-current Renewal Term.

- (b) Termination for cause.** Either party may terminate this Agreement in the event of the other party's material breach, if such breach is not cured within 30 days after the non-breaching party gives the other party written notice of such breach. This Agreement will terminate automatically upon expiration of such period without any additional notice. Notwithstanding the foregoing, (i) either party may (1) immediately terminate this Agreement on written notice of the other's breach of Section 7 (Confidentiality) or (2) terminate as otherwise provided for in the Integration Specs, or (ii) Microsoft may immediately terminate this Agreement for Company's repetitive and/or persistent breaches of the Branding Guidelines and/or promotional requirements set forth herein.
- (c) Termination without cause.** Either party may terminate this Agreement in its discretion without cause by giving the other party at least 60 days' written notice.
- (d) Effect of termination.** Each party will return or destroy all copies in its possession of the Confidential Information and property of the other within 30 days of the termination or expiration of this Agreement, unless otherwise instructed by the other party.
- (e) Survival.** The following provisions of this Agreement will survive the termination or expiration of this Agreement: Sections 2 (Definitions), 3(d) (Subcontracting), 5(c) (Feedback), 6(c)-(d) (Effect of termination, Survival), 7 (Confidentiality), 8 (Representations and Warranties; Indemnification), 10 (Limitations of Liability), and 11 (Miscellaneous).

SECTION 7 Confidentiality

If the parties have an existing non-disclosure agreement ("**NDA**") covering the Term of this Agreement, the terms and conditions of the NDA will apply to all Confidential Information exchanged by the parties under this Agreement. If no NDA exists, the parties' activities and information shared under this Agreement, as well as this Agreement's terms, are deemed Confidential Information as defined herein. Each party will use the other party's Confidential Information only for purposes of this business relationship and will take all reasonable steps to protect the other party's Confidential Information (and in no event less than the steps its takes to protect its own Confidential Information). Neither party will disclose the other's Confidential Information to third parties, except that a party may disclose the other party's Confidential Information to its Affiliates, employees and/or contractors acting, on its behalf. These disclosures may be made only on a need-to-know basis, subject to the obligations of this section and the receiving party will remain responsible for any unauthorized use or disclosure.

SECTION 8 Representations and warranties; Indemnification

- (a) By each party.** Each party represents and warrants that:
 - (1) it has all rights and authority necessary to sign this Agreement and grant the rights in it; and
 - (2) its entry into and performance under this Agreement will not violate any agreement or obligation between that party and any third party.
- (b) DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8(a), ANYTHING PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

(c) Indemnification.

- (1) Company will defend, indemnify, and hold Microsoft, its Affiliates, directors, officers, employees, and agents harmless from and against all claims or actions of an unaffiliated third party to the extent that such claims or actions arise out of or relate to:
- (i) Company's infringement, misuse or misappropriation of any third-party intellectual property rights with respect to a Company Service or a Company Application; or
 - (ii) Company's failure to comply with applicable laws, rules or regulations with respect to a Company Service or a Company Application.

Company will also indemnify and hold Microsoft, its Affiliates, directors, officers, employees, and agents harmless from and against any costs, damages, and fees reasonably incurred by them (including fees of attorneys and other professionals) that are attributable to such claims or actions.

However, Company with respect to the Company Service or a Company Application will have no liability under this Section 8(c)(1) to the comparative extent that such third party claims result from Company's compliance with the express instructions of Microsoft set forth in an Integration Spec applicable to that Company Application.

- (2) Microsoft will defend, indemnify, and hold Company, its Affiliates, directors, officers, employees, and agents harmless from and against all claims or actions of an unaffiliated third party to the extent that the claims or actions arise out of or relate to:
- (i) Microsoft's infringement, misuse or misappropriation of any third-party intellectual property rights with respect to an Office Technology or other Microsoft technologies expressly licensed by Microsoft to Company hereunder that are required to integrate and interoperate with an Office Technology as contemplated herein; or
 - (ii) Microsoft's failure to comply with applicable laws, rules or regulations with respect to a Microsoft Technology.

Microsoft will also indemnify and hold Company, its Affiliates, directors, officers, employees, and agents harmless from and against any costs, damages, and fees reasonably incurred by them (including fees of attorneys and other professionals) that are attributable to such claims or actions.

- (3) **Indemnification procedures.** The indemnified party will:
- (i) Provide the indemnifying party with reasonably prompt notice of any claims;
 - (ii) Permit the indemnifying party through mutually acceptable counsel to answer and defend claims; and
 - (iii) Provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend claims at the indemnifying party's expense.

Any indemnified party may employ separate counsel and participate in the defense of any claim at its own expense. The indemnifying party will not settle any claim on the indemnified party's behalf, or publicize the settlement, without the prior written consent of the indemnified party, not to be unreasonably withheld or delayed.

SECTION 9 Insurance

Each party will maintain sufficient insurance coverage to meet obligations created by this Agreement and by law, using commercial insurance, self-insurance, a combination of the two, or any other alternative risk financing arrangement.

SECTION 10 Limitations of liability

- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- (b) EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED \$1,000,000.
- (c) SECTIONS 10(A)-(B) DO NOT APPLY TO LIABILITY ARISING FROM:
 - (1) THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER SECTION 8;
 - (2) BREACH OF OR CLAIMS UNDER SECTION 7 (CONFIDENTIALITY);
 - (3) ANY INFRINGEMENT, MISUSE OR MISAPPROPRIATION BY ONE PARTY OF ANY INTELLECTUAL PROPERTY RIGHTS OF THE OTHER (INCLUDING WITHOUT LIMITATION A BREACH OF THE TRADEMARK LICENSE PROVISIONS OF SECTION 5 THAT REMAINS UNCURED), OR ANY BREACH OF THE PROVISIONS IN THE LICENSING REQUIREMENTS SECTION IN ANY INTEGRATION SPEC; OR
 - (4) FRAUD.

SECTION 11 Miscellaneous

- (a) **Notices.** Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective companies. Each party may change the persons to whom notices will be sent by giving notice to the other.
- (b) **Relationship.** The parties are independent contractors. This Agreement does not create an exclusive relationship between the parties. Nothing in this Agreement restricts either party from independently, directly or indirectly, acquiring, licensing, developing, manufacturing, or distributing new or existing products or services with the same or similar functions as the products and offerings that are the subject of this Agreement.
- (c) **Governing law; jurisdiction.** The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. If either Microsoft or Company employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- (d) **No Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

- (e) **Assignment.** Except for an assignment to an Affiliate as provided below, neither party will sell, assign, delegate, or transfer this Agreement, in whole or in part, by assignment or operation of law, without the other party's prior written consent. Consent will not be unreasonably withheld. Either party will be deemed to have assigned this Agreement if such party engages in a change of control transaction. For purposes of this Section 11(e), "*change of control*" means any transaction that would directly or indirectly: (i) result in or have the effect of a third party obtaining legal or beneficial ownership of more than fifty percent (50%) of a party's voting shares (or other voting interests); or (ii) the sale of substantially all of that party's assets. Any assignment that violates the previous parts of this Section 11(e) will be voidable, at the non-assigning party's option. Either party may assign this Agreement to any of its Affiliates without prior written consent, but shall provide the other party with written notice as soon as reasonably practicable following any such assignment. This Agreement will inure to the benefit of and bind all permitted successors, assigns, receivers and trustees of each party.
- (f) **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- (g) **Entire agreement, precedence and amendment.** This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding its subject matter. This Agreement may be modified only by a written agreement signed by duly authorized representatives of both parties. This Agreement does not replace any separate written license agreement between Microsoft and Company.
- (h) **Counterparts.** The parties may execute this Agreement in any number of counterparts. Each counterpart will be deemed an original, and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be considered binding for all purposes.
- (i) **Construction.** Unless otherwise expressly stated, when used in this Agreement the words "include," "includes," and "including" will be deemed in each case to be followed by the words "without limitation." Unless otherwise specified, all references to "days" mean "calendar days." Neither party has entered this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

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Exhibit A

Microsoft Trademarks and Branding Guidelines

Microsoft Trademarks

1. **Office Logos.** The following Office logos may be used in promotional materials and within the Company Application user interface:

The Office brand has only two approved logos for use. The primary logo consists of a threshold symbol in addition to the Office logotype in PMS 166. This logo may be used to represent all Office offerings, with the exception of Office 365 below.



When a communication is about only Office 365 services and apps, the Office 365 sub-brand logo should be used in place of the Office logo.



The color logos above are the primary version and are always preferred. Use them on light or white backgrounds. The reverse logo may be used on orange color background as well as dark areas within photographs.



Don't use the color logo on a dark background.



Don't use the white logo on colors other than orange (dark areas of photos are OK).



Don't use a gray logo.



Don't use colors other than orange for the logo.

2. **Office Brand Assets.** Office brand assets should be used in the Company Application user interface as follows. Company will use the Office trademark asset toolkit for all assets, which will be provided upon request or otherwise posted on a Microsoft partner site for this program.

Office Logos:

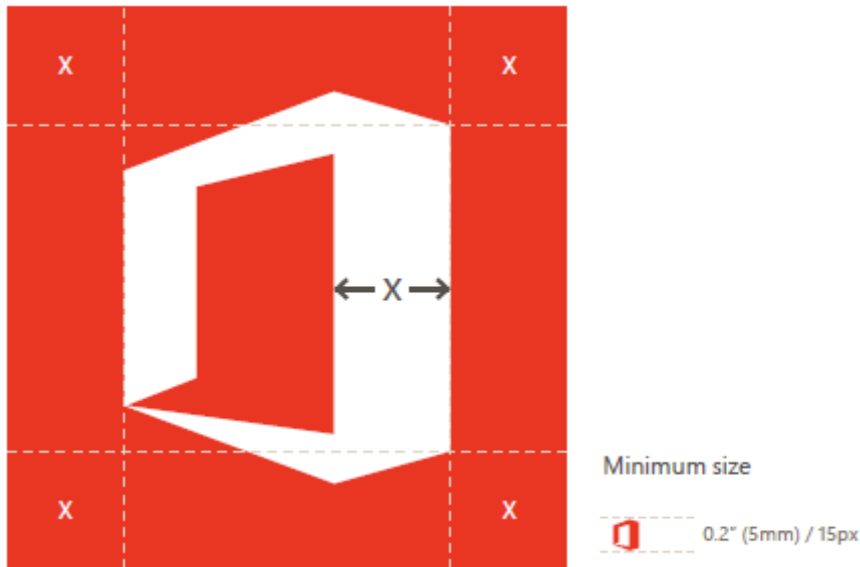
The Office logos above should be used under the following circumstances:

- 1- Where a user is given the option to access Office functionality or apps (i.e., add Office), and
- 2- Anytime there is a new file scenario where the Company does not want to use the Microsoft Office Word, Excel or PowerPoint icons(s).

Restriction in shape or space may require that the threshold symbol be used alone. In these situations, it is acceptable to use the threshold symbol separated from the logotype. However, the brand name "Office" should appear as text elsewhere in the layout.



Give the symbol a minimum clear space equal to the width of the vertical element on the right side of the symbol (shown as “x” here). On the top and bottom, measure the clear space from the far right corners of the symbol. The resulting total clear space creates a perfect square.



Office Application Icons- General Guidance:

The Office application icons should only be used functionally – to access these respective apps. They may be used to represent Office apps either reversed out on their appropriate brand colors in square or rectangle tiles, or in their brand colors on white or light backgrounds – both shown below.

Make sure the appropriate version of the app name is included either in the tile as noted below, in Segoe font, or next to the app icon in the font that matches the UI of its environment.

Please use the appropriate color for each app:

- Word: #2b579a
- Excel: #217346
- PowerPoint: #d24726

*Note: these are HEX values to be used in digital environments.

Office Online Apps- Specific Guidance: Please use the following titles for Office Online apps:

- Microsoft Office Online
- Microsoft Word Online
- Microsoft Excel Online
- Microsoft PowerPoint Online

Note: The “Microsoft” qualifier may be left off of the title if it is included as a first mention in text to represent all of the Office Online apps presented near the icons.

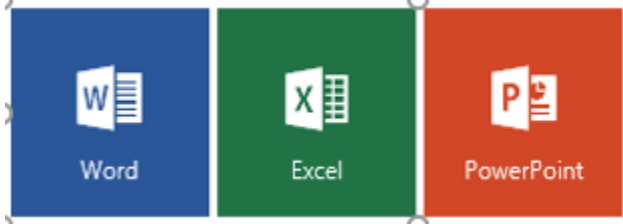


Office Mobile Apps- Specific Guidance: Please use the following titles for Office Mobile apps-

- Office (category)
- Office for iPhone
- Office for Android phones
- Office for Windows Phone
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

Note: The “Microsoft” qualifier may be left off of the title if it is included as a first mention in text to represent all of the Office Mobile apps presented near the icons.

Apps for Android and Universal (Windows):



Apps for iOS:



File type specific icons:

File icons should only be used to create a new file or open a file. File icons should not be used decoratively – or without a functional purpose, unless approved by Brands@Microsoft.



Segoe font:

The Segoe font is a proprietary font of Microsoft for Office. It should only be used in Office UI or add-ins representing the voice of Office and otherwise should not be used.

General Branding Guidelines

Company will use the Microsoft Trademarks solely for the purposes contemplated in this Agreement and in accordance with these Branding Guidelines and any more detailed brand use specifications that may be provided by Microsoft.

- (1) Company may use the Microsoft Trademarks solely as described in this Agreement within the Company Application and on materials that support the promotional and branding benefits granted to Microsoft under the Agreement and in no other manner.
- (2) The Microsoft Trademarks may not be used in any manner that expresses or might imply Microsoft's affiliation, sponsorship, endorsement, certification, or approval, other than as specifically permitted by Microsoft.
- (3) Company will not use the Microsoft Trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of Company or Company's products or services, or ownership of the Microsoft Trademarks unless pre-approved by Microsoft.

(4) Company may not use the Microsoft Trademarks in any manner that suggests that Company's product or services are Microsoft products, or in any manner that suggests that the Microsoft Trademarks are a part of Company or Company's product/services name.

(5) The Microsoft Trademarks may not be included in any non-Microsoft trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.

(6) Company may use the Microsoft Trademarks only as provided by Microsoft. Except for size, subject to the restrictions provided by Microsoft, the Microsoft Trademarks may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.

(7) Company may not develop other design elements to represent Microsoft Office elements.

(8) Except as specifically necessary to achieve the integration in the Company Application as described in this Agreement, the Microsoft Trademarks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, or other design elements.

(9) The Microsoft Trademarks must stand alone. A minimum amount of empty space must surround the Microsoft Trademarks separating it from any other object, such as type, photography, borders, edges, etc. When using the "Office" logos, use a minimum clear space surrounding the logo equivalent to the height of the "O" in the Office Word mark. The minimum recommended size of the logo is 0.2" (5mm) high for print and 15 px on-screen. Otherwise, the required area of empty space around any other Microsoft Trademarks must be X, where X equals ½ the height of the Microsoft Trademark.

(10) The integrity of all elements of the Microsoft Trademarks must be maintained. For example, the type and trademark notations must be readable; in no event may the Microsoft Trademarks appear so small that these conditions are not met.

(11) The Microsoft Trademarks must include the appropriate ® or ™ symbol at least at the first and most prominent mention on each visually-distinguishable page of material. For clarity, this requirement shall not apply to the Company Application.

(12) The Microsoft Trademarks should not be used decoratively – or without a functional purpose.

ANY EXCEPTIONS TO THESE GUIDELINES MUST BE REQUESTED AND APPROVED BY MICROSOFT.

Schedule A
Integration Spec
Office Technology: Office Online

SECTION A: Application; Defined Terms.

1. This Integration Spec applies to:
 - (a) ***“Office Online,”*** which means collectively the Microsoft Office Online applications for Web browsers (Word, Excel, PowerPoint), and
 - (b) ***“Company Application,”*** which for purposes of this Integration Spec means and is limited to applications built for Web browsers.
2. For purposes of this Office Online Integration Spec, ***“Supported Office File Formats”*** means the following file formats:
 - (a) ***View-Only formats for Office Online--***
 - (i) Word: .doc, .dot, .dotx;
 - (ii) Excel: .xls;
 - (iii) PowerPoint: .pot, .potm, .potx, .pps, .ppsm, .ppt, .pptm
 - (b) ***View-and-Edit formats for Office Online--***
 - (i) Word: .docx, .docm, .odt;
 - (ii) Excel: .xlsx, .xlsm, .xlsb, .ods;
 - (iii) PowerPoint: .pptx, .ppsx, .odp.

SECTION B: Integration Spec.

1. Administrator and Other Exceptions

The following requirements do not apply to Company’s commercial users in instances where the Office Online integration is either disabled or otherwise not enabled by an administrator of the user, where such relationship applies in the Company’s offerings.

The Office Online Promotions (defined below) do not apply to Company’s commercial users in instances where Company is prohibited by contract from marketing to such users.

2. Open, Viewing, Editing, Saving

- a. From the Company Application, End Users will be able to open, view, edit, and save Office documents in Office Online in the Supported Office File Formats and store them back to the Company Service. This will require that Company implement internet services using the Microsoft Web Application Open Platform Interface Protocol (“MS-WOPI” or “WOPI”), as well as certain web pages and web user interfaces (“UI”) that provide entry points to Office Online. Microsoft grants Company a non-exclusive, personal, royalty free license under the Necessary Claims to WOPI solely for purposes of implementing WOPI in accordance with the technical documentation provided here (<https://wopi.readthedocs.org>) in order to integrate

and interoperate with the Office Technologies as contemplated in this Agreement. As used herein, "Necessary Claims" means the claims of a patent or patent application that Microsoft owns or has the right to sublicense without a fee that are necessarily infringed by implementing WOPI in accordance with the technical documentation. Necessary Claims do not include any claims directed to any technologies other than WOPI or the implementation contemplated herein; and without limiting the foregoing, Necessary Claims do not include any claims directed to (a) underlying or enabling technologies that may be provided in connection with WOPI or any implementation of WOPI that are not required to implement WOPI in accordance with the technical documentation; (b) any portions of Company's Applications or Services other than the implementation for the integration with Office Technologies contemplated herein; or (c) any implementation of any other technical documentations, specifications, or technologies that are merely referred to in the body of the WOPI technical documentation.

- b. The Company Application: (i) will implement file locking semantics as described in the MS-WOPI protocol to allow multiple End Users to edit any given document simultaneously with Office Online; and (ii) will manage any conflicts that arise whenever changes are made to a document not using Office Online. To the extent Company has already launched or will launch the Office Online integration by or before March 31, 2016, Company's launch date of such feature shall be mutually agreed to by the parties, based on Company's implementation meeting the requirements set forth in the applicable technical documentation and subsection 6 below.
- c. Company will use commercially reasonable efforts to use Office Online previews to render Supported Office File Formats within the Company Application.
- d. Office Online editing and full-page viewing must be rendered edge-to-edge with no Company UI wrapping the Office Online experience, unless Microsoft consents otherwise in a written amendment to this Agreement.
- e. The Company Application will have the ability to provide links (breadcrumbs) back to locations on Company that Office Online will display to the End User.
- f. When an End User uses Office Online to view and/or edit, Office Online keeps a temporary copy of the file being viewed and edited for the purposes of rendering and making changes to the file. Company will inform its End Users that Office Online is a Microsoft service and use of Office Online is subject to Microsoft's terms of use and privacy policy.
- g. The Company Application may provide a URL to each file that End Users may use to download the file directly from Office Online.

3. **Sharing**

Office Online will expose a mechanism that will allow Company to present End Users with UI for sharing docs in Supported Office File Formats stored in Company.

4. **Promotional Requirements of Office and Office 365 from Company Application**

This section describes guidelines the Company will follow as it relates to the promotion of Office and Office 365 for viewing and editing of Office documents (each, a "Office Online Promotion", and together, the "Office Online Promotions"). Final design for the below Promotions must comply with the Brand Guidelines set forth in Exhibit A and are subject to approval by Microsoft.

a. **Promotion of Office during View and/or Edit**

- i. From the Company Application, wherever a user is presented with a choice of methods for editing a document in one of the Supported Office File Formats, Company will ensure that Office Online will persistently be presented as an option. Such promotion will take the form of or be substantially similar to the following flow:
 - a. “Open in Microsoft Office Online [button or link to Office Online]”
 - b. Placement of Office. Company shall also present Office as the top choice or default for editing, as appropriate for the platform.
 - ii. Users will have the option to decline the promotion of Office Online and select a different application as the default application for Supported Office File Formats. In that case, this promotion may be suspended. If the default selection is removed by the user, the promotion shall again take effect.
 - iii. Such default promotion may be suspended by Company (in addition to other instances where permitted under the Agreement) for those affected file formats, cohorts, devices, or platforms for the period when a Supported Office File Format is no longer supported.
 - iv. In the event that the default promotion of Office Online is suspended as provided for in this Agreement and the cause of the suspension has been subsequently cured, the parties will restore the default promotion within two weeks (or other commercially reasonable time period if an app update is required).
- b. **Promotion of Office and Office 365– General.** Company will promote Office Online as the default application for viewing and editing Office documents, as well as promote Office 365, in the following ways. These promotions may take the form of a banner, learning callouts, prompted information about new features or functionality and other experiences, as appropriate for the Company Application.
- i. **Office.** The Office promotions will take the form of or be substantially similar to the following flow, as well as call out any material new features that Company reasonably deems valuable (i.e., Office Online co-authoring) that are released during the prior quarter: “Edit your Office docs in [Company] with Microsoft Office Online. Try it now [button or link to Office Online].”
 - a. Office Edit Controls (described above). In the Company UI, Company shall run the promotion described above in connection with the edit controls, as follows:
 - 1. Integration Release. Shortly after the Company Application releases the Office Online integration, calling attention to the view and edit controls once per Supported Office File Format.
 - 2. Quarterly Promotions to Increase Usage. Once per quarter for each of the Supported Office File Formats to users or End Users (as applicable) that do not have Office Online or are not using Office Online for viewing and/or editing more than once per month.
 - b. Office General. In Company UI, Company shall promote Office as the default application for editing Office documents as described above in a general manner outside of the user attempting to view or edit a document.
 - c. Users will have the option to decline the promotion of Office Online and select a different application as the default application for Supported Office File Formats. In that case, this promotion may be suspended. If the default selection is removed by the user, the promotion shall again take effect.

- d. Such default promotion may be suspended (in addition to other instances where permitted under the Agreement) for those affected file formats, cohorts, devices, or platforms for the period when a Supported Office File Format is no longer supported.
 - e. In the event that the default promotion of Office Online is suspended as provided for in this Agreement and the cause of the suspension has been subsequently cured, the parties will restore the default promotion within two weeks (or other commercially reasonable time period if an app update is required).
- ii. **Office 365.** On a quarterly-basis Company will promote Office 365 to any users of Company's browser-based experiences that include or could include Office files for either viewing or editing that have not otherwise informed Company that they have a current, valid Office 365 license. Such promotions will take the form of or be substantially similar to the following flow: "Sign-up for Office 365 at [link to Office.com and applicable Office 365 pages]", where the link will be the [Office 365 Consumer Link](#) and/or [Office 365 Commercial Link](#), as applicable.

Microsoft reserves the right in its sole discretion to charge Company on an annual basis the greater of \$10,000 or \$0.10 per user, based on a twelve-month average of Company monthly active editing users, of the Office Online integration in connection with Company's use for a full or partial year from July 1 to June 30, to the extent that Company does not fulfill the Office 365 promotional requirements set forth above.

At this time, Microsoft is unable to track Company Office 365 referrals. When Microsoft makes an Office 365 partner referral program available to Company to track such referrals, Company will either: (a) fulfill the requirements to become a referral partner in the program, or (b) be subject to the charges set-forth above on an annual basis. To the extent Company is already an Office 365 reseller, Microsoft will determine if the foregoing applies.

5. Trademarks

- a. From the Company Application, the Office logo should be appropriately integrated and visible and used in accordance with the Branding Guidelines set forth in Exhibit A. If the foregoing is not appropriate based on the Company Application design, then the parties will use commercially reasonable efforts to find alternative means to represent the Office Online integration in the Company Application, as appropriate.
- b. From the Company Application, in accordance with the Branding Guidelines set forth in Exhibit A, (1) wherever the End User has options to edit a document in Office Online by clicking a link, button or similar UI element, that element will include the applicable Microsoft Office Online application icons (Word Online, Excel Online, PowerPoint Online), and (2) whenever a Supported Office File Format that is a Microsoft file format is represented and directly invokes Office, Company will use the applicable Microsoft Office file type icons (Word, Excel, PowerPoint).
- c. From the Company Application, wherever a user or End User (as applicable) is shown any Promotion for Office Online or any UI elements related to launching Office Online, those elements will include Office branding and trademarks as appropriate pursuant to the Branding Guidelines set forth in Exhibit A.

6. Licensing Requirements

When each End User attempts to log in to Office Online via the Company Application, Company will identify that End User to Microsoft as a Company business user or non-business user. In this context, “business user” means a person or entity that obtains services or other offerings designed and/or marketed by Company primarily for use in their customers’ trades or businesses. For example, a Company customer for any Company SKU other than “personal” (as of the Effective Date) is a business user. Company acknowledges that: (i) Microsoft will require each End User that Company identifies as a business user to proceed through a separate login process for Office Online, in part to verify that that End User has the necessary Office 365 commercial subscription from Microsoft; and (ii) if that End User does not have such a commercial subscription, that End User will be able to view files through Office Online but will not be able to edit or take other actions with them through Office Online. Microsoft reserves the right to change the requirements for which Company account types require Office 365 commercial subscriptions and how End Users are identified to Microsoft as business or non-business users, and any such changes shall be effective no less than 30-days after Microsoft provides Company with notice of such a change. In the event of a dispute about Company’s identification of business users and non-business users as required under this Section or concerns that such users are not being treated consistently with the requirements and intent of this section, the parties will work together in good faith to resolve such dispute within ten (10) business days. If after such time, the parties have not resolved the issue, notwithstanding anything to the contrary contained herein, either party may elect to terminate the Agreement upon ten (10) business days’ notice.

7. Final approval by Microsoft

Company designs for initial release and any material updates as related to the Office Online Promotions and the ability to open Support File Formats into Office Online from the Company Application are subject to approval by Microsoft before Company finalization and release.

8. Technical Contacts, Support and Online Help

- a. Technical Contacts/Assistance. Each party will identify an assigned technical contact and will provide the other party with such person’s contact information (email and phone) to provide commercially reasonable assistance to the other party related to this integration.
- b. End User Support. Each party shall provide support to its customers in accordance with its subscription agreements or terms of service for its respective offering that is part of this integration. Furthermore, each party (“Support Party”) shall use commercially reasonable efforts, during its reasonable business hours, to respond to the other party’s questions about the Support Party’s offering that is part of this integration, where those questions were originally submitted to the other party by that other party’s End Users.
- c. Online Help. Company will provide up to date online customer facing documentation detailing how customers can use Office Online through the Company Application.

SECTION C: Performance Metrics

The quarterly report from Company shall contain the following information and be presented to Microsoft in the format below:

Required Performance Data	By Platform/Month
<ul style="list-style-type: none"> • # of users who have opened documents in Office Online from Company Application 	

<ul style="list-style-type: none"> • # of documents opened using Office Online from Company Application 	
<ul style="list-style-type: none"> • # of users who elect to use Office Online when presented within the Company Application 	
<ul style="list-style-type: none"> • % of total users of Company Application that have explicitly disabled the Office Online integration within the Company Application 	
Additional Preferred Performance Data	
<ul style="list-style-type: none"> • % of total users who have opened a document preview who select "Open in Office Online" vs. "Open in Office" 	
<ul style="list-style-type: none"> • % of total users of the Company Application who use both Office Online and mobile or other client application integrations (i.e., iOS, Android) 	
Additional Performance Data Agreed to by the Parties	
<ul style="list-style-type: none"> • TBD 	

Schedule B
Integration Spec
Office Technology: Office Mobile

SECTION A: Application; Defined Terms.

1. This Integration Spec applies to:
 - (a) **“Office Mobile”** which means collectively the Microsoft Office application for iOS, Android, Windows, Windows Phone platforms, and any successor applications. Office Mobile does not include Microsoft Office desktop software. Office Mobile consists of three separate applications (Word, Excel, PowerPoint) which are downloaded individually at the End User’s option; references to “Office Mobile” herein shall be to a single Office Mobile application if an End User downloads only one Office Mobile application, or to a combination of the Office Mobile applications if an End User downloads more than one Office Mobile application.
 - (b) **“Company Application,”** which for purposes of this Integration Spec means and is limited to applications for iOS, Android, Windows, Windows Phone platforms, and any successor platforms.
2. For purposes of this Office Mobile Integration Spec, **“Supported Office File Formats”** means view-only or view-and-edit capabilities for the supported Office file formats that are generally supported on Office Mobile.

SECTION B: Integration Spec.

1. Administrator and Other Exceptions

The following requirements do not apply to Company’s commercial users in instances where the Office Mobile integration is either disabled or otherwise not enabled by an administrator of the user, where such relationship applies in the Company’s offerings.

The Office Mobile Promotions (defined below) do not apply to Company’s commercial users in instances where Company is prohibited by contract from marketing to such users.

For clarity, the Office Mobile Promotions must be applied where the user is online, unless and until Microsoft makes offline support available and at such point the Office Mobile Promotions should apply regardless of the user’s online status.

2. Creating/Opening /Viewing/Editing/Saving from Office Mobile

From Office Mobile, End Users will be able to open and view Office documents in the Supported Office File Formats stored on the Company Service. Create, Edit and Save are limited to file formats that generally supports these operations on Office Mobile (e.g., certain file types are opened Read-Only). All of the operations will require that Company implement internet services using the Microsoft Web Application Open Platform Interface Protocol (“MS-WOPI” or “WOPI”). Microsoft grants Company a non-exclusive, personal, royalty free license under the Necessary Claims to WOPI solely for purposes of implementing WOPI in accordance with the technical documentation provided here (<https://wopi.readthedocs.org>) in order to integrate and interoperate with the Office Technologies as contemplated in this Agreement. As used herein, “Necessary Claims” means the claims of a patent or patent application that Microsoft owns or has the right to sublicense without a fee that are necessarily infringed by implementing WOPI in accordance with the technical documentation. Necessary Claims do not include any claims directed to any technologies other than WOPI or the implementation contemplated herein; and without limiting the foregoing, Necessary

Claims do not include any claims directed to (a) underlying or enabling technologies that may be provided in connection with WOPI or any implementation of WOPI that are not required to implement WOPI in accordance with the technical documentation; (b) any portions of Company's Applications or Services other than the implementation for the integration with Office Technologies contemplated herein; or (c) any implementation of any other technical documentations, specifications, or technologies that are merely referred to in the body of the WOPI technical documentation.

3. Viewing and Editing from Company Application

- a. Company Application will enable editing of Supported Office File Formats using Office Mobile. Office Mobile will open and edit the file.
- b. Company Application will enable viewing of Supported Office File Formats using Office Mobile. Office Mobile will open and view the file. This functionality is not required if viewing of Supported Office File Formats in the Company Application is performed solely through use of the Company Application's in app-previewer.
- c. Such functionalities may be suspended (in addition to other instances where permitted under the Agreement) for those affected file formats, cohorts, devices, or platforms for the period when a Supported Office File Format is no longer supported.
- d. In the event that any such functionality is suspended as provided for in this Agreement and the cause of the suspension has been subsequently cured, the parties will restore the functionality within two weeks (or other commercially reasonable time period if an app update is required).

4. Promotional Requirements of Office from Company Application

This section describes guidelines the Company will follow as it relates to the promotion of Office for viewing and editing of Office documents (each, a "Office Mobile Promotion", and together, the "Office Mobile Promotions"). An End User prompt to download Office Mobile app will be triggered when a Company End User activates one of the below mentioned Promotions. Final design for the below Promotions must comply with the Brand Guidelines set forth in Exhibit A and are subject to approval by Microsoft.

Company Application may utilize Company's in-app previewer. If this is applicable in connection with the Company Application, the Office Mobile Promotions for viewing set forth below will not apply, provided that Company is in compliance with Section B.3 immediately above.

a. Promotion of Office during View and/or Edit

- i. Office Mobile will be promoted as the default application for viewing and editing Office documents in Supported Office File Formats in the Company Application whenever a user attempts to view or edit a document. Such promotion will take the form of or be substantially similar to the following flow:
 - (1) "Open in Microsoft [App] [button or link]", where App should reference Word, Excel or PowerPoint. Office needs to be installed by the user for viewing and editing:
 - a. If Office is installed, this should invoke Office after the End User clicks on Open.
 - b. If Office is not installed, the End User will be directed to download the corresponding Office Mobile app from the relevant app store for their device (i.e., Apple App Store, Google Play).

- (2) Placement of Office for Editing and/or Viewing. Company shall present Office as the top choice or default for viewing and editing, as appropriate for the platform.
- ii. Users will have the option to decline the promotion of Office Mobile and select a different application as the default application for Supported Office File Formats. In that case, this promotion may be suspended. If the default selection is removed by the user, the promotion shall again take effect.
- iii. Such default promotion may be suspended (in addition to other instances where permitted under the Agreement) for those affected file formats, cohorts, devices, or platforms for the period when Supported Office File Format is no longer supported.
- iv. In the event that the default promotion of Office Mobile is suspended as provided for in this Agreement and the cause of the suspension has been subsequently cured, the parties will restore the default promotion within two weeks (or other commercially reasonable time period if an app update is required).

b. Promotion of Office – General

- i. Office Mobile will be promoted as the default application for viewing and editing Office documents in the following ways. These promotions may take the form of a banner, learning callouts, prompted information about new features or functionality and other experiences, as appropriate for the Company Application. Such promotions will take the form of or be substantially similar to the following flow, as well as call out any material new features that released during the prior quarter: “[View and Edit] your Office docs with Office.”
 - (1) Edit and View Controls (described above). In the Company UI, Company shall run the promotions described above in connection with the view and edit controls, as follows:
 - a. Integration Release. Shortly after the Company Application releases the Office Mobile integration, calling attention to the view and edit controls once per Supported Office File Format.
 - b. Quarterly Promotions to Increase Usage. Once per quarter for each of the Supported Office File Formats to users that do not have Office Mobile or are not using Office Mobile for viewing and/or editing more than once per month.
 - (2) General. In Company UI, Company shall promote Office as the default application for viewing and editing Office documents as described above in a general manner outside of the user attempting to view or edit a document.
- ii. Such default promotion may be suspended (in addition to other instances where permitted under the Agreement) for those affected file formats, cohorts, devices, or platforms for the period when Supported Office File Format is no longer supported. In the event that the default promotion of Office Mobile is suspended as provided for in this Agreement and the cause of the suspension has been subsequently cured, the parties will restore the default promotion within two weeks (or other commercially reasonable time period if an app update is required).

5. Privacy Policy

Company must make its privacy policy accessible on the sign-in screen displayed in Office for logging into the Company Service.

6. Trademarks

- a. From the Company Application, the Office logo should be appropriately integrated and visible and used in accordance with the Branding Guidelines set forth in Exhibit A. If the foregoing is not appropriate based on the Company Application design, then the parties will use commercially reasonable efforts to find alternative means to represent the Office Mobile integration in the Company Application, as appropriate.
- b. From the Company Application, in accordance with the Branding Guidelines set forth in Exhibit A, (1) wherever the End User has options to open a document in Office Mobile by clicking a link, button or similar UI element, that element will include the applicable Microsoft Office Mobile application icons (Word, Excel, PowerPoint), and (2) whenever a Supported Office File Format that is a Microsoft file format is represented and directly invokes Office, Company will use the applicable Microsoft Office file type icons (Word, Excel, PowerPoint).
- c. From the Company Application, wherever a user or End User (as applicable) is shown any Office Mobile Promotion for Office Mobile or any UI elements related to launching Office Mobile, those elements will include Office branding and trademarks as appropriate pursuant to the Branding Guidelines set forth in Exhibit A.

7. License Requirements

- a. Whenever a user opens a file in Office Mobile from the Company Service, whether originating from Office Mobile or from the Company Application, the Company will identify that End User to Microsoft as a Company commercial user or non-commercial user. In this context, “commercial user” means a person or entity that obtains services or other offerings designed and/or marketed by Company primarily for use in their customers’ trades or businesses. For example, a Company customer for any Company SKU other than “personal” (as of the Effective Date) is a commercial user. Z
 - i. **Commercial User.** Company acknowledges that (i) Microsoft will require each End User that Company identifies as a commercial user to log into Office with a O365 subscription with client rights (<https://products.office.com/en-us/business/compare-more-office-365-for-business-plans>), if the End User has not already, and (ii) if that End User does not have such a subscription, that End User will be able to view files through Office Mobile, but will not be able to edit or take other actions with them through Office Mobile.
 - ii. **Non-Commercial Users.** Company acknowledges that (i) Microsoft will require each End User that Company identifies as a non-commercial user to log into Office with a Microsoft Account or a O365 subscription with client rights, if the End User has not already, and (ii) if that End User does not have such an account or subscription, that the End User will be able to view files through Office Mobile, but will not be able to edit or take other actions with them through Office Mobile. Basic editing capabilities are free with a Microsoft Account when using devices of a certain size. Certain advanced editing capabilities will require an O365 subscription with client rights.
- b. Microsoft reserves the right to change the requirements for which Company account types require Microsoft Accounts or Office 365 subscriptions and how End Users are identified to Microsoft as commercial or non-commercial users, and any such changes shall be effective no less than 30-days after Microsoft provides Company with notice of such a change. In the event of a dispute about Company’s identification of commercial users and non-commercial users as required under this Section or concerns that such users are not being treated consistently with the requirements and intent of this section, the parties will work together in good faith to

resolve such dispute within ten (10) business days. If after such time, the parties have not resolved the issue, notwithstanding anything to the contrary contained herein, either party may elect to terminate the Agreement upon ten (10) business days' notice.

8. Final approval by Microsoft

Company designs for initial release and any material updates as related to the Office Mobile Promotions and the ability to open Support File Formats into Office Mobile from the Company Application are subject to approval by Microsoft before Company finalization and release.

9. Technical Contacts, Support and Online Help

- a. Technical Contacts/Assistance. Each party will identify an assigned technical contact and will provide the other party with such person's contact information (email and phone) to provide commercially reasonable assistance to the other party related to this integration.
- b. End User Support. Each party shall provide support to its customers in accordance with its subscription agreements or terms of service for its respective offering that is part of this integration. Furthermore, each party ("Support Party") shall use commercially reasonable efforts, during its reasonable business hours, to respond to the other party's questions about the Support Party's offering that is part of this integration, where those questions were originally submitted to the other party by that other party's End Users.

SECTION C: Performance Metrics

The quarterly report from Company shall contain the following information and be presented to Microsoft in the format below:

Required Performance Data	By Platform/Week
<ul style="list-style-type: none"> • Click through percentages (%), absolute clicks, and number (#) of users who clicked, on each of the Office Mobile Promotions. Separate by whether the action results in installing Office, or if it opens existing installed Office. 	
<ul style="list-style-type: none"> • The number (#) of referrals of each Office Mobile application from the Company Application to the applicable app store, by referrals and by user count. 	
Additional Performance Data Agreed to by the Parties	
<ul style="list-style-type: none"> • TBD 	