

## **Exclaimer Terms & Conditions**

The following additional terms apply to the purchase of Exclaimer (the "Service") by you ("the customer") and Cobweb.

These Service Specific Terms should be read in conjunction with Cobweb Terms & Conditions.

#### I. SERVICE DESCRIPTION

All services and support are subject to the terms of the Cobweb Terms & Conditions.

Exclaimer Cloud Signatures for Office 365 allows organisations to centrally manage professional Office 365 signatures for all users sending emails from any device. Exclaimer is an email signature solution the helps companies to create professional-looking digital communications.

#### STANDARD SERVICE OPTIONS

Pricing is the pricing set out in the Customer order form.

Please note that Exclaimer must be deployed across all user mailboxes. Therefore, for every mail enabled product that is purchased, Exclaimer must also be purchased. If a discrepancy is found in the amount of Exclaimer/Mailbox licence count, Cobweb reserve the right to automatically purchase these on behalf of the customer to align the license count.

#### II. TERMS

a. Terms of use for the Services by the Customer (i.e., the entity using the Exclaimer Service) are set out at:

#### **Exclaimer Terms and Conditions**

The Customer agrees that the above terms shall apply to Cobweb and their Customer. Cobweb agrees to provide each Customer with the terms of use and gain their acceptance.

- b. From the purchase date of Exclaimer, the end-customer will be entered into a 12-month contract. The service can be cancelled provided that 30 days' notice prior to the expiry of the initial 12- month period is given, or any subsequent anniversary of the expiry of the 12-month term.
- c. Cobweb reserves the right to modify, amend or terminate the Service at any time and will update the Terms & Conditions from time to time in accordance with those changes. Continued use of the Service after changes to the Terms & Conditions shall constitute agreement to be bound by any changes. Cobweb will provide 30-day notice to any changes in price via email to the nominated account email address.

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### III. SERVICE LEVELS AND SERVICE CREDITS

- a. Exclaimer offers a service level agreement (SLA), which makes certain service levels commitments and offers service credits for failure to meet those commitments.
- b. If in any month the Customer experiences outages or unavailability of the Service, please let us know as soon as possible and, where Cobweb consider it appropriate, Cobweb will pursue a service credit claim with Exclaimer.
- c. If Cobweb are successful in claiming a service credit from Exclaimer, we will apply an equivalent credit (a credit to the same financial value as that received by us from Exclaimer to your next invoice following the date on which we receive the credit from Exclaimer. For clarity, where Cobweb receive a service credit in respect of multiple Customers, we will apportion this as appropriate between the affected Customers.