

JUNK EMAIL REPORTING AGREEMENT

Microsoft Corporation ("Microsoft") owns and operates one or more email services which include a Junk Email reporting feature which receives Junk Email feedback ("Feedback") from users. The undersigned company below ("Company") would like to receive such Feedback for the purposes of reducing the occurrences of unsolicited commercial or bulk email ("Junk Email").

Therefore, Company agrees as follows:

1. Microsoft may, at its sole discretion, provide Company with one or more portions of the Feedback. Microsoft is under no obligation to provide Company with Feedback on any regular basis, nor to provide Company with any particular subset of the Feedback. Microsoft may choose to discontinue providing Feedback to Company at any time, without notice to Company.
2. Company will treat the Feedback and all information contained in such Feedback as confidential information that is owned by Microsoft, and will not share such Feedback with any third parties other than to Company's email customers as set forth in Section 4 below. Notwithstanding the foregoing, if Company determines in its own reasonable judgment that one or more email messages contained in the Feedback appears to be fraudulent in nature, then Company may disclose such messages only to the appropriate judicial bodies or governmental agencies for the purpose of investigating or prosecuting such fraud, provided that no information identifying the recipients of such messages may be disclosed.
3. Unless otherwise agreed by Microsoft in writing, and except as otherwise set forth in this Agreement, Company shall use the Feedback only for the purposes of reducing the occurrences of Junk Email.
4. Notwithstanding Section 2 above, in the event Company sends email on behalf of a third party ("Company Customer") and Company wishes to provide the Company Customer with Feedback about such emails, Company's agreement with Company Customer will, at a minimum, contain terms that are at least as protective of Microsoft as the terms of this Agreement, including but not limited to Section 3 above.
5. If Company should determine that any Feedback provided to Company appears to be legitimate, non-bulk, personal email that was inadvertently included in the Feedback, Company shall immediately discard each occurrence of such information.
6. This Agreement shall be construed and governed in accordance with the laws of the State of Washington, and the parties consent to jurisdiction and venue in the state and federal courts sitting in the State of Washington. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.
7. Company may terminate this Agreement at any time with thirty (30) days prior written notice to Microsoft. The provisions of Sections 2, 3, 4, 5 and 6 above shall survive any termination of this Agreement. Notices to Microsoft should be sent to Microsoft Corporation, One Microsoft Way, Attn: Law and Corporate Affairs, Redmond, Washington 98052-6399.

IN WITNESS WHEREOF, Company has executed this Agreement as of the date listed below. This Agreement is effective upon execution.

COMPANY: lotusmail.org

DocuSigned by:

Maximilian Ronniger

By

1D49A1D5F-454425...

Maximilian Ronniger
Name (Print)

BSC
Title

1/12/2016
Date