



## ORDER: Microsoft 365 ("M365")

By signing below, I confirm that I am authorised to sign the Order and agree to the "Terms and Conditions of Service: General" (already received), the Schedules listed at the end of this document, any confirm that the details on the following CRF are correct. I have authority to act on behalf of my organization for the purpose of this Order.

	For "Communication Provider"	For "Customer"
Business name		
Trading address:		
Name:		
Position:		
MCA		Tick to agree to Microsoft's MCA agreement, available here: <a href="https://aka.ms/customeragreement">https://aka.ms/customeragreement</a> <input type="checkbox"/>
Signature:		[Date-time stamp inserted when eSigning]

**THIS AGREEMENT** commences on date signed above by **Customer**, between the CP (**Communication Provider**) and the **Customer**.

Following (inline):

- CRF form
- Terms and Conditions of Service



## CRF (Customer Requirement Form) form

Prices subject to VAT @ 20%

Reference		Start ore renewal date:	
Setup fee	£	Non-Recurring Charge (NRC; one-off)	
Monthly fee*	£	Term	12 months
Payment frequency	Monthly   Quarterly   Annually		
Billing details	See billing details at end of CRF form		
<b>Customer primary location and site contact</b>			
Site name			
Address			
Postcode			
Sub-building	N/A		
Site contact name			
Site contact number			
Site contact email			
<b>Microsoft tenant</b>			
Existing tenant?	Yes   No		
MS sub-domain	.onmicrosoft.com		
Notes			
<b>Primary domain</b>			
Domain registration		.com / .uk / and so on	
Registration fees	Included in annual this service charge		
Custom email DNS records	NS: MX: SFP:		
Custom hosting records	@/www:		
* Monthly price breakdown:	License name	Qty	£
	Renewal: prices as Dec-2021 invoice		

...CRF continues overleaf

...CRF continued

ORDERING			
Order method	Supplier e-Sign form	<i>Supplier e-Sign form   Customer PO form   Other</i>	
Name	Position	Email	If you would like us to prepare our "Supplier e-Sign form" please list up to 4 signatories (all listed signatories will be required to sign before order released)
Billing contact		Billing email	
Company name		Phone	
Billing address		Company number If registered	
		VAT number If registered	
Billing postcode			
Notes (if any)			

# Internet Services (EU) Limited

## Terms and Conditions of Service: Microsoft 365 (“M365”)

Version: Feb-2022

Definitions, in addition to Part D (end of document):

CP	The communication provider, “Internet Services (EU) Limited” of Regus House. Falcon Drive, Cardiff, CF10 4RU (company registration 05129900)
CP Website	<a href="https://internetservices.eu.com">https://internetservices.eu.com</a>
Online Support	<a href="https://internetservices.freshdesk.com">https://internetservices.freshdesk.com</a>
Telephone Support	+44(0)2920 03 03 03
Microsoft Partner	ID: <b>4524016</b> (official Microsoft Partner Program) See <a href="https://www.microsoft.com/en-us/solution-providers/partnerdetails/internet-services-(eu)-limited_895506db-3907-4ad1-8efc-76dc508409cd/605f88d8-6162-4a85-b824-d91c1da492b1">https://www.microsoft.com/en-us/solution-providers/partnerdetails/internet-services-(eu)-limited_895506db-3907-4ad1-8efc-76dc508409cd/605f88d8-6162-4a85-b824-d91c1da492b1</a>
Microsoft Customer Agreement (“MCA”)	Microsoft’s own agreement made directly with the Customer. This agreement is updated regularly at <a href="https://aka.ms/customeragreement">https://aka.ms/customeragreement</a> and by placing an order with the CP the Customer is legally indicating that <b><i>they also accept Microsoft’s MCA agreement</i></b> too.
General Terms	General Terms and Conditions (available upon request)

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## Part A – The Microsoft Online Services

### 1. Service Summary

CP will, as a Microsoft Partner, provide you with a subscription to the Microsoft Online Services that are hosted by the Supplier. CP will provide you with troubleshooting support in relation to the Microsoft Online Services, comprising the Standard Service Components, up to the point of the Service Management Boundary as set out in Paragraph 3 (“**Microsoft Online Services**”).

### 2. Standard Service Components

CP will provide you with all the following standard service components (“**Standard Service Components**”) in accordance with the details as set out in any applicable Order:

#### 2.1. Microsoft Online Service

##### Subscriptions:

2.1.1. CP will provide you with the following Subscriptions:

- a) **Licence-Based Subscriptions:** Licence-Based Subscriptions are priced and ordered as single units and billed for the number of units you have in the month. Subscription Licence will be assigned to a User or service to enable the relevant features. You will be able to choose from a range of Licence-Based Subscriptions, including:
  - i) Microsoft Office 365;
  - ii) Dynamics 365;
  - iii) Exchange Online;
  - iv) Microsoft Phone System; and (v) Microsoft Calling Plan.
- b) **Consumption-Based Subscriptions:** Consumption-Based Subscriptions are ordered for services where the price is calculated based on cloud resource consumption. The Charges for such Subscriptions are calculated based on consumption and billed in arrears. Pricing is dynamic and changes

frequently. Microsoft Azure is a Consumption-Based Subscription.

2.1.2. The Subscriptions enable either an individual service or bundle of services or software application.

2.1.3. The Subscriptions provided by CP may change and not all subscriptions offered by the Supplier are available from CP. A full list of the Subscriptions offered by CP will be available from the Marketplace or CP sales agents.

2.1.4. You may have one or more Subscriptions as part of your Microsoft Online Services that have independent Minimum Periods of Service.

2.2. **Support and Service Desk:** CP will provide you with UK based Service Desk that operates 24x7x365 for any Incidents in relation to the Microsoft Online Services.

2.2.1. CP will provide escalations to the Supplier on your behalf for any Incidents found with the Microsoft Online Services platform.

2.3. **Self Service Portal:** As part of the Microsoft Online Services CP will provide you with the capability to:

2.3.1. place Orders for additional Licences for your Subscription via the Marketplace and CP sales agents;

2.3.2. add or remove Licences from your Subscription for the Microsoft Online Services via the Marketplace. The additional Licences will be included in your existing Subscription.

### 3. Service Management Boundary

3.1. CP will provide the Microsoft Online Services in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order (“**Service Management Boundary**”).

- 3.2. CP will have no responsibility for the Microsoft Online Services outside the Service Management Boundary.
- 3.3. CP does not make any representations, whether express or implied, about whether the Microsoft Online Services will operate in combination with any Customer Equipment or other equipment and software.
- 3.4. The Microsoft Online Services are provided solely for your own use and you will not resell the Microsoft Online Services (or any part or facility of it) to any third party.
- 3.5. The Microsoft Online Services do not include a migration of your data to the Microsoft Online Services Tenant. You may order the migration of your data from CP separately for an additional Charge.

#### 4. Associated Services

- 4.1. You will have the following services in place that will connect to the Microsoft Online Services and are necessary for the Microsoft Online Services to function and will ensure that these services meet the minimum technical requirements that CP specifies:
  - 4.1.1. an Internet connection with a suitable bandwidth; and
  - 4.1.2. access to the Marketplace, (each an “**Enabling Service**”).
- 4.2. If CP provides you with any services other than the Microsoft Online Services (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3. You will provide and maintain any Customer Equipment necessary for the Enabling Services. You will pay all charges related to the provision, maintenance and use of such Enabling Services and report any incidents on these Enabling Services

directly to the suppliers for each Enabling Service.

- 4.4. In order to receive certain Microsoft Online Services, you will ensure that your system meets the minimum requirements set out at <https://products.office.com/en-gb/office-system-requirements> (or any other URL that CP advises you) or as available from CP on request.

#### 5. Specific Terms

##### 5.1. Changes to the Contract

- 5.1.1. CP may amend the Contract (including the Charges) at any time by either:
  - a) publishing the amendment online at CP Website (or any other online address that CP advises you of); or
  - (b) by giving Notice to you.
- 5.1.2. If the amendments cause you material detriment, CP will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 5.1.3. If CP makes any amendment to the Contract that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the affected Service in accordance with the General Terms within:
  - a) 90 days after the date of notification if CP has only published the amendment online in accordance with Paragraph 5.1.1(a); or
  - b) 30 days after the date of the Notice if CP has given you Notice in accordance with Paragraph 5.1.1(b).
- 5.1.4. Pricing for Consumption-Based Subscriptions, including Microsoft Azure, is dynamic and

changes frequently. CP will not provide you with notice of such pricing changes and Paragraphs 5.1.1 to 5.1.3 will not apply.

## **5.2. Minimum Period of Service and Renewal Periods**

5.2.1. Unless one of us gives Notice to the other of an intention to terminate the Microsoft Online Services at least 30 days before the end of the Minimum Period of Service for the last Subscription or a Renewal Period for the last Subscription, at the end of the Minimum Period of Service for the last Subscription or Renewal Period for the last Subscription, the Microsoft Online Services will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.

## **5.3. Termination for Convenience**

5.3.1. For the purposes of General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Microsoft Online Services or any part of the Microsoft Online Services by giving 30 days' Notice to the other. Outstanding Termination Charges set out in 5.9 shall be immediately paid in full.

## **5.4. Access to Emergency Services via Microsoft Cloud Voice**

5.4.1. As part of the Microsoft Calling Plan, Microsoft will provide the ability for Users to call the emergency services by dialling "999" or "112", as outlined at <https://docs.microsoft.com/en-us/microsoftteams/emergency-calling-terms-and-conditions>.

5.4.2. It is your responsibility to ensure caller location information is up

to date via the Microsoft Administration Portal, in accordance with the information set out at

<https://docs.microsoft.com/en-us/microsoftteams/what-are-emergency-locations-addresses-and-call-routing> (this excludes Microsoft Phone System Direct Routing) and only applies to locations within the United Kingdom.

5.4.3. CP will not guarantee your ability to use the Microsoft Cloud Voice service to make emergency calls at all times, including where:

- a) there is a fault or failure of mains power or Circuit, or network congestion at the Site;
- or
- b) you are accessing the Microsoft Cloud Voice service from a mobile device and not using the mobile network; or
- c) Microsoft has suspended or interrupted the Microsoft Cloud Voice service for any reason, including Maintenance, and, therefore, CP recommends that you consider an alternative means to support emergency calls.

5.4.4. There may be a delay in updates to caller location information held by the emergency services, where you change the User's emergency location information via the Microsoft Administration Portal. Until the emergency services receive any updated location information, the location information held by the emergency services will be the address of the Site before the location information was changed.

## **5.5. EULA**

- 5.5.1. CP will only provide the Microsoft Online Services if you have entered into an end user licence agreement with the Supplier in the form set out at <https://www.microsoft.com/licensing/docs/customeragreement> as may be amended or supplemented from time to time by the Supplier ("EULA").
- 5.5.2. By accepting the terms of the EULA, you agree to observe and comply with it for any and all use of the Microsoft Online Services.
- 5.5.3. In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, CP may restrict or suspend the Microsoft Online Services upon reasonable Notice, and:
- a) you will pay the Charges that are payable for the Microsoft Online Services until the Microsoft Online Services ends; and
  - b) CP may charge a restarting Charge to start the Microsoft Online Services again.
- 5.5.4. You are responsible in accordance with the terms of the EULA for the use of the Software.
- 5.5.5. You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier.
- 5.5.6. You will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and any loss or damage will not be enforceable against CP.

## 5.6. Microsoft Cloud Voice

Where CP provides you with any of the Microsoft Cloud Voice services, including Microsoft Phone System, Microsoft Audio Conferencing, and Microsoft Calling Plan, the following terms will apply:

- 5.6.1. CP will provide the Microsoft Phone System service as outlined at <https://docs.microsoft.com/en-us/microsoftteams/what-is-phone-system-in-office-365>. This Schedule does not apply to Microsoft Phone System Direct Routing.
- 5.6.2. The Microsoft Phone System features can be found at <https://docs.microsoft.com/en-us/microsoftteams/here-s-what-you-get-with-phone-system>.
- 5.6.3. CP will provide a Microsoft Calling Plan service as outlined at <https://docs.microsoft.com/en-us/microsoftteams/calling-plan-landing-page>
- 5.6.4. The Microsoft Calling Plan provides a monthly allowance of outbound calling minutes. The monthly minute allowance can be found at <https://docs.microsoft.com/en-us/MicrosoftTeams/country-andregion-availability-for-audio-conferencing-and-calling-plans/availability-in-the-united-kingdom-u-k>. These minutes are pooled at a tenant level on a per plan basis. When User(s) consumes the total pooled minutes allowance within a given month, impacted User(s) will not be able to make further outbound calls until the next month. This does not impact the ability to make emergency calls.



Alternatively, you can setup Communication Credits directly with Microsoft to mitigate this impact. CP has no involvement in the provision and management of Communication Credits.

5.6.5. Country and region availability for Microsoft Audio Conferencing and Microsoft Calling Plans can be found at <https://docs.microsoft.com/en-us/microsoftteams/country-and-region-availability-for-audioconferencing-and-calling-plans/country-and-region-availability-for-audio-conferencing-and-callingplans>

5.6.6. It is your responsibility to deploy and manage the Microsoft Phone System and Microsoft Calling Plan, unless otherwise agreed with CP. Microsoft Online Services do not include any migration and/or configuration services. You may order these kind of additional services from CP separately for an additional Charge.

## **5.7. Microsoft Azure**

### **5.7.1. Usage Quotas:**

- a) Where CP provides you with a Microsoft Azure Consumption-Based Subscription(s), some Microsoft Azure services may include limits and maximum resources (“**Usage Quota**”).
- b) Usage Quotas may change periodically.
- c) Details of Usage Quotas can be found at <https://docs.microsoft.com/en-us/azure/azureresource-manager/management/azure-subscription-service-limits>.
- d) You may submit a request to CP if you wish to raise a limit above a default limit.

### **5.7.2. Azure Subscriptions and Minimum Period of Service**

- a) Regardless of what it may say in Paragraph 5.2.1 if you purchase an Azure Subscription under the Contract CP will provide you with the Azure Subscription until one of us gives 30 days’ Notice to the other of an intention to terminate the Azure Subscription and both of us will perform each of our obligations in accordance with the Contract.
- b) If you only have Azure Subscriptions under your Contract for the Microsoft Online Services, the Contract will terminate automatically on termination of the last Azure Subscription.

5.7.3. If either of us provides the other with Notice of an intention to terminate the Azure Subscription, you will delete all the resource in the Azure Subscription prior to the date of termination.

5.7.4. If you de-authorise CP as your Delegated Administrator or do not grant CP full administrator privileges for your Azure Subscription, CP may terminate the Contract in respect of your Azure Subscription immediately.

## **5.8. Invoicing**

5.8.1. Unless set out otherwise in any applicable Order, CP will invoice you for the following Charges in the amounts set out in any applicable Order:

- a) Recurring Charges, except Consumption Charges, monthly or quarterly in arrears (depending on your billing frequency) and for any period where the Microsoft Online Service is provided for less than

one month, the Recurring Charges will be calculated on a daily basis;

- b) Consumption Charges, monthly or quarterly in arrears (depending on your billing frequency), calculated at the then current rates;
- c) Professional Services Charges;
- d) any Termination Charges incurred in accordance with Paragraph 5.9 upon termination of the relevant Microsoft Online Service.

5.8.2. CP may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- a) Charges for investigating Incidents that you report to CP where CP finds no Incident or that the Incident is caused by something for which CP is not responsible under the Contract;
- b) any other Charges as set out in any applicable Order or the Marketplace or as otherwise agreed between both of us.

## **5.9. Termination Charges at the end of the Contract**

### **5.9.1. Termination Changes**

If you terminate the Contract, a Microsoft Online Service or any applicable Order for convenience in accordance with the General Terms you will pay CP:

- a) all outstanding Charges for service rendered;
- b) any additional amounts due under the Contract;
- c) any other Charges as set out in any applicable Order; and
- d) any charges reasonably incurred by CP from a supplier as a result of the early termination.

5.9.2. In addition to the Charges set out at Paragraph 5.9.1 above, if you terminate a Licence-Based Subscription during the Minimum Period of Service or any Renewal Period, you will pay CP:

- a) for any parts of the Microsoft Online Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

5.9.3. CP will refund to you any money you have paid in advance after deducting any Charges or other payments due to CP under the Contract.

## **5.10. Service Amendment**

5.10.1. You may add and remove Licences to a Subscription via the Marketplace. The additional Licences will be included in your existing Subscription and will be co-terminus with your existing Licences for that Subscription.

## **5.11. Service Transition**

5.11.1. If you are transitioning your existing services to CP, you will provide any information or access CP reasonably requests within a reasonable period before the Service Start Date.

5.11.2. Any delay to providing CP with this information:

- a) may cause delay to the transition of your service or the Service Start Date; and
- b) may result in a change to the Charges to reflect the revised scope of the Microsoft Online Services.

**5.12. Additional Cancellation, Suspension and Termination Rights**

- 5.12.1. CP may cancel an Order prior to the provision of the Subscription by giving you Notice.
- 5.12.2. CP may terminate the Contract or any part of the Contract immediately if Microsoft terminates your access to the Microsoft Online Services at any time. CP will not be liable to you for such termination.
- 5.12.3. CP will not be liable to you if Microsoft temporarily disables your Subscription for legal or regulatory reasons or breach by you of the EULA.

**5.13. Amendments to the General Terms**

The definition of Force Majeure Event in the General Terms is deleted and replaced with the following:

**“Force Majeure Event”** means any event that neither of us can control and that stops or delays either of us from doing something, including:

- a) natural event including a flood, a storm, lightning, a drought, an earthquake, or seismic activity;
- (b) an epidemic or a pandemic;
- c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- d) cyber terrorism;
- e) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- f) collapsing buildings, a fire, explosion or accident; or
- g) any labour or trade dispute, a strike, industrial action or lockouts.

## Part B – Service Delivery and Management

### 6. CP’s Obligations

#### 6.1. Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Microsoft Online Services, CP:

- 6.1.1. will provide you with contact details for the Service Desk;
- 6.1.2. will create a Marketplace account and single Administrator account for you;
- 6.1.3. will, if you do not have a Microsoft Online Services Tenant create a Microsoft Online Services Tenant for you and configure the default customersubdomain.onmicrosoft.com domain with the information provided by you with the Order;
  - a) where the requested customer subdomain is not available, CP will contact you to supply alternative options;
  - b) it is not possible to change the customersubdomain.onmicrosoft.com domain once configured;
- 6.1.4. may, if you have an existing Microsoft Online Services Tenant, send you a Microsoft Partner Relationship Invitation;
- 6.1.5. will assign the Subscription and Licences that are detailed on your Order to your Marketplace account; and
- 6.1.6. will provide you with a confirmation email with instructions on how to access the Marketplace account and Microsoft Online Services.

#### 6.2. During Operation

On and from the Service Start Date, CP:

6.2.1. will work with the Customer Contact to respond and use reasonable endeavours to remedy an Incident without undue delay;

6.2.2. where you report an Incident, will work with the Supplier to restore the Microsoft Online Service as soon as practicable during Local Contracted Business Hours.

### **6.3. The End of the Service**

On termination of the Microsoft Online Services by either of us, CP will:

6.3.1. terminate the Microsoft Online Services and suspend the Subscriptions.

## **7. Your Obligations**

### **7.1. Service Delivery**

Before the Service Start Date and, where applicable, throughout the provision of the Microsoft Online Services, you:

7.1.1. will provide CP with the names and contact details of the Customer Contact, but CP may also accept instructions from a person who CP reasonably believes is acting with your authority;

7.1.2. will provide CP with any information reasonably required without undue delay;

7.1.3. will complete any preparation activities that CP may request to enable you to receive the Microsoft Online Services promptly and in accordance with any reasonable timescales;

7.1.4. will in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:  
a) inform your Users that as part of the Microsoft Online Service being delivered by CP, CP may monitor and report to you the

use of any targeted applications by them;

b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and

c) agree that CP will not be liable for any failure by you to comply with this Paragraph 7.1.4, you will be liable to CP for any Claims, losses, costs or liabilities incurred or suffered by CP due to your failure to comply with this Paragraph 7.1.4;

7.1.5. will, as and to the extent required by Applicable Law, notify your Users that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by Applicable Law as determined by CP and obtain your Users' consent to such disclosure;

7.1.6. will assign the required Subscription Licence to your Users;

7.1.7. will, if CP is creating your Microsoft Online Services Tenant, accept that CP will automatically be the Delegated Administrator;

7.1.8. will create all individual Users in the Microsoft Online Services Tenant that CP creates for you in accordance with Paragraph 6.1.3;

7.1.9. will, if you receive a Microsoft Partner Relationship Invitation in accordance with Paragraph 6.1.4:

a) accept the Microsoft Partner Relationship Invitation;  
b) accept CP as your Delegated Administrator in order to

establish the Reseller Relationship.  
CP will not be authorised as your Delegated Administrator if you do not accept CP as your Delegated Administrator and the Reseller Relationship will not be established;

- 7.1.10. will, if either CP is automatically the Delegated Administrator in accordance with Paragraph 7.1.7 or you accept CP as your Delegated Administrator as part of establishing the Reseller Relationship in accordance with Paragraph 7.1.9(b), consent to Microsoft and its Affiliates (as defined in the EULA) providing CP with Customer Data and Administrator Data (both as defined in the EULA) for the purposes of provisioning, administering and supporting the Microsoft Online Services in accordance with the EULA; and
- 7.1.11. may de-authorise CP as your Delegated Administrator through your Microsoft Online Services Tenant at any time. CP will not be able to administer or support your Microsoft Online Services Tenant on your behalf if you de-authorise CP as your Delegated Administrator.

## **7.2. During Operation**

On and from the Service Start Date, you will:

- 7.2.1. provide support to Users on how to use the Microsoft Online Services and enable the Microsoft Online Services within your business;
- 7.2.2. ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 7.2.3. ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 7.2.4. monitor and maintain any Customer Equipment connected to the Microsoft Online Services;
- 7.2.5. distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Microsoft Online Services;
- 7.2.6. ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Microsoft Online Services and:
- a) immediately terminate access for any person who is no longer a User;
  - b) inform CP immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - c) take all reasonable steps to prevent unauthorised access to the Microsoft Online Services;
  - d) satisfy CP's security checks if a password is lost or forgotten; and
  - e) change any or all passwords or other systems administration information used in connection with the Microsoft Online Services if CP requests you to do so in order to ensure the

- security or integrity of the Microsoft Online Services;
- 7.2.7. not allow any User specific Subscription Licences to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Microsoft Online Services; and
- 7.2.8. use only original Microsoft Software.

## 8. Notification of Incidents

Where you become aware of an Incident:

- 8.1. the Customer Contact will report it to the Service Desk;
- 8.2. CP will give you a Ticket;
- 8.3. CP will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 8.3.1. you confirm that the Incident is cleared within 24 hours after having been informed; or
  - 8.3.2. CP has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following CP's attempt to contact you.
- 8.4. If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and CP will continue to work to resolve the Incident.

## Part C – Service Levels

### 9. Service Levels

- 9.1. There are no Service Levels for Microsoft Online Services.

## Part D – Defined Terms

### 10 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). CP has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

**“Administrator”** means any individual authorised by you responsible for administering Users.

**“Azure Subscription”** means a Microsoft Azure Consumption-Based Subscription.

**“Business Hours”** means between the hours of 0800 and 1700 in a Business Day.

**“Circuit”** means any line, conductor, or other conduit between two terminals by which information is transmitted. **“Cloud Solution Provider”** means the Microsoft partner programme that enables CP to sell and support Subscriptions for Microsoft Online Services.

**“Communication Credits”** is an add-on subscription for Microsoft Phone System and Microsoft Calling Plans that allows your Users to dial out on a pay per minute consumption to international numbers where their call plan does not provide inclusive international minutes, and to dial out to domestic and international numbers when their Calling Plan's inclusive minutes have been consumed within a given month period. More information on Microsoft Communication Credits can be found at

<https://docs.microsoft.com/en-us/microsoftteams/whatare-communications-credits?toc=/skypeforbusiness/toc.json&bc=/skypeforbusiness/breadcrumb/toc.json>.

**“Consumption-Based Subscriptions”** has the meaning given in Paragraph 2.1.1(b).

**“Consumption Charges”** means the Charges for the Consumption-Based Subscriptions that are based on resource consumption in the preceding month.

**“Customer Contact”** means any individuals authorised to act on your behalf for Service management matters. **“Customer Equipment”** means any equipment including any Purchased Equipment and any software, other than CP Equipment, used by you in connection with a Microsoft Online Service. **“Delegated Administrator”** means the global administrative access CP must administer and provide support to your Microsoft Online Services Tenant. As a Delegated Administrator, CP may perform tasks including but not limited to adding Users, resetting passwords, troubleshooting, and adding domains. **“Enabling Service”** has the meaning given in Paragraph 4.1. **“EULA”** has the meaning given in Paragraph 5.5.1. **“General Terms”** means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at CP Website and form part of the Contract. **“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Microsoft Online Services or element of the Microsoft Online Services. **“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide. **“Internet Protocol”** or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data. **“Licence”** means a licence for each License-Based Subscription that enables the Users to have access to the Microsoft Online Services. **“Licence-Based Subscriptions”** has the meaning given in Paragraph 2.1.1(a). **“Local Contracted Business Hours”** means the times during which maintenance of any Circuit is provided, which are Business Hours unless set out otherwise in any applicable Order. **“Marketplace”** means the CP Business Apps online portal which can be found at [businessapps.CP.com](https://businessapps.CP.com). The terms for the Marketplace can be found at CP Website.

**“Microsoft”** means Microsoft Corporation. Also referred to as the **“Supplier”**.

**“Microsoft Administration Portal”** means the web portal you can log into in order to manage and administer your Microsoft cloud services, such as Microsoft Office 365 and Microsoft Cloud Voice. The portal can be accessed at <https://portal.office.com/AdminPortal/Home#/homepage>.

**“Microsoft Cloud Voice”** means the Microsoft Teams calling services, such as (but not limited to) Microsoft Phone System, and Microsoft Calling Plan.

**“Microsoft Online Services”** mean a range of subscription-based plans for either standalone services or as a bundled suite of services.

**“Microsoft Online Services Tenant”** means your Microsoft Online Services account on the Microsoft Online Services platform.

**“Microsoft Online Service Subscription”** means either a Licence-Based Subscription or Consumption-Based Subscription. Also referred to as **“Subscription”**.

**“Microsoft Partner Relationship Invitation”** means the invitation CP may send you to create the Reseller Relationship and allow CP to provide Subscriptions to your Microsoft Online Services Tenant.

**“Minimum Period of Service”** means for each Subscription the period of consecutive months as set out in any applicable Order beginning on the Service Start Date.  
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**“Professional Services”** means those services provided by CP which are labour related services.

**“Recurring Charges”** means the Charges for the Microsoft Online Services Service or applicable part of the Microsoft Online Services Service that are invoiced repeatedly in every payment period (e.g., every month), as set out in any applicable Order.

**“Renewal Period”** means for each active Licence-Based Subscription, the same period as agreed for the Minimum Period of Service.

**“Reseller Relationship”** means the relationship established between you and CP

when you accept the Microsoft Partner Relationship Invitation.

**“Service Desk”** means the helpdesk that you can contact to submit service requests, report Incidents, and ask questions about the Microsoft Online Services.

**“Service Management Boundary”** has the meaning given in Paragraph 3.1.

**“Site”** means a location at which the Service is provided.

**“Standard Service Components”** has the meaning given in Paragraph 2.

**“Subscription”** means either a Licence-Based Subscription or Consumption-Based Subscription. Also referred to as **“Microsoft Online Service Subscription”**.

**“Supplier”** means Microsoft Corporation. Also referred to as **“Microsoft”**.

**“Ticket”** means the unique reference number provided by CP for an Incident and that may also be known as a **“fault reference number”**.

**“Uniform Resource Locator”** or **“URL”** means a character string that points to a resource on an intranet or the Internet.

**“Usage Quota”** has the meaning given in Paragraph 5.7.1.

[END]