



SPECIFIC CONDITIONS I6 – MICROSOFT ONLINE COMMUNICATION SERVICES

These Specific Conditions govern the Microsoft Online Communication Services that may be provided by the Company under a Contract, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any Microsoft Online Communication Services provided under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only.

"Active Directory"	means a Microsoft Windows directory service that facilitates working with interconnected, complex and different network resources in a unified manner;
"Application Management Platform"	means the application management features of Microsoft's Cloud-based Intune management solution;
"Azure"	means the virtual public cloud offering provided by Microsoft called Azure;
"Azure Services"	means the online services within Azure provided by Microsoft to the Customer (if any);
"Azure Active Directory"	means a multi-tenant directory service from Microsoft that offers authentication, identity management and access capabilities for applications running in Azure together with applications running in an on-premises environment;
"Change"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Change Management"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Conditional Access"	means a capability of Azure Active Directory that enables enforcement of controls on the access to applications in an environment based on specific conditions from a central location;
"Device Management Platform"	means the device management features of Microsoft's cloud-based management solution called 'Intune';
"Event"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Event Management"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Identity and Access Platform"	means the identify and access management features of Microsoft's cloud-based management solution called 'Enterprise, Mobility and Security';
"Incident"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Incident Management"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Information Protection Platform"	means the information protection features of Microsoft's Cloud-based management solution called 'Enterprise, Mobility and Security';
"Managed Subscription"	means the Services provided in accordance with paragraph 4.2 of these Specific Conditions;
"Microsoft"	means Microsoft Corporation and its affiliates;
"Microsoft Online Communication Services"	means the Services provided by the Company to the Customer in accordance with these Specific Conditions;
"Multi-Factor Authentication" or "MFA"	means a security system that requires more than one method of authentication from independent categories of credentials to verify the user's identity for a login or other transaction;
"Problem Management"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"Patch"	means a component of software to update computer software or its supporting data;
"Supported Equipment"	means the equipment listed as Supported Equipment for the purposes of these Specific Conditions on the Order Form;
"Supported Services"	means the software listed as Supported Services for the purposes of these Specific Conditions on the Order Form, including but not limited to the Microsoft products and services known as 'Microsoft Teams' and/or 'Skype for Business Online' and/or 'Microsoft Calling Plans';
"Supported Subscriptions"	means any product, subscription, service or bundle offered by Microsoft comprising a right to the Customer to use the Microsoft online services for a defined term, which may include Microsoft software technology, as made available by Microsoft to the Customer on a "software as a service" basis that is identified in the Order Form as Supported Subscriptions for the purposes of these Specific Conditions; and
"Threat Analysis Platform"	means the threat analysis management features of Microsoft's Cloud-based management solution called 'Enterprise, Mobility and Security'.

1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

2.1 The Commencement Date shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of Microsoft Online Communication Services to the Customer.

3 MINIMUM TERM

3.1 The Minimum Term shall be as stated in the Order Form or, if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

4 SERVICES

4.1 Managed Azure Active Directory

4.1.1 The Company will:

- (a) configure replication between the Customer's Active Directory and the Azure Active Directory utilised for administration and for the Supported Subscriptions;
- (b) perform Azure Active Directory administration tasks as required from time to time in respect of the Supported Subscriptions in accordance with any relevant Change request by the Customer, comprising the following:
 - (i) managing the Customer's Azure Active Directory replication policy in accordance with Microsoft guidelines;
 - (ii) restricting permissions for accounts within Azure and Office 365 via role-based administration based upon Microsoft guidelines and built-in roles;
 - (iii) administering adds, moves and changes to objects within the Azure Active Directory to maintain the working replication necessary between Azure Active Directory and Active Directory; and
 - (iv) monitoring the replication of information between the Active Directory and Azure Active Directory in accordance with the Event Management process.



- 4.2 Managed Subscription Services**
- 4.2.1 The Company will perform the following administration tasks:
- (a) manage the electronic ordering and administration of Supported Subscriptions;
 - (b) manage usage quotas and/or subscription limits to help ensure availability of resources and capacity within the Azure Services; and
 - (c) upon request supply the Customer with an itemised reconciliation file of Azure Service usage-based Supported Subscriptions and licence-based Supported Subscriptions for a defined period.
- 4.2.2 The Customer will not have direct access to the Microsoft subscriptions and billing portal(s). The Company may at its discretion make available to the Customer direct access to a subscriptions and billing portal(s) through a relevant interface at no charge to the Customer. The Customer acknowledges and agrees, that the Company makes no promise, guarantee or commitment to do so, or to maintain access to such portal(s), if provided.
- 4.2.3 The Company will hold the administrative rights for the Customer's "tenancy" with Microsoft and the Supported Subscriptions during the term of this Contract.
- 4.3 Identity and Access Platform**
- 4.3.1 Where the Company is providing Identity and Access Platform services, as identified in the Order Form, the Company will:
- (a) respond to Incidents in respect of the Identity and Access Platform in accordance with the Incident Management process;
 - (b) implement Changes in respect of the Identity and Access Platform in accordance with the Company's Change Management process;
 - (c) resolve access issues to applications controlled via the Azure Active Directory based on Conditional Access policies; and
 - (d) resolve MFA authentication and access issues.
- 4.3.2 The features available within the Identity and Access Platform and therefore the Services applicable, are dependent on the relevant Supported Subscription (or combinations of Supported Subscriptions) procured from Microsoft as identified in the Order Form.
- 4.4 Device Management Platform**
- 4.4.1 Where the Company is providing Device Management Platform services, as identified in the Order Form, the Company will:
- (a) respond to Incidents in respect of the Device Management Platform in accordance with the Company's Incident Management process; and
 - (b) implement Changes in respect of the Device Management Platform in accordance with the Company's Change Management process.
- 4.4.2 Where the Company has agreed to use the Device Management Platform to manage devices on behalf of the Customer this will be governed by Specific Conditions M1 – Mobile Device Management Services, subject to the devices being compatible with the Device Management Platform and is outside of the scope of the Microsoft Online Communication Services described in these Specific Conditions.
- 4.5 Application Management Platform**
- 4.5.1 Where the Company is providing Application Management Platform services, as identified in the Order Form, the Company will:
- (a) respond to Incidents in respect of the Application Management Platform in accordance with the Incident Management process; and
 - (b) implement Application Management Platform changes in accordance with the Company's Change Management process.
- 4.6 Information Protection Platform**
- 4.6.1 Where the Company is providing Information Protection Platform services, as identified in the Order Form, the Company will:
- (a) respond to Incidents in respect of the Information Protection Platform in accordance with the Incident Management Service;
 - (b) implement Information Protection Platform changes in accordance with the Company's Change Management process; and
 - (c) notify the Customer of agreed Events generated by the Information Protection Platform via automated e-mail and/or portal access as appropriate.
- 4.7 Threat Analysis Platform**
- 4.7.1 Where the Company is providing Threat Analysis Platform services, as identified in the Order Form, the Company will:
- (a) respond to Incidents in respect of the Threat Analysis Platform in accordance with the Incident Management Service;
 - (b) implement Changes to the Threat Analysis Platform in accordance with the Change Management process;
 - (c) notify the Customer of agreed Events generated by the Threat Analysis Platform via automated e-mail and/or portal access as appropriate.
- 4.8 Microsoft Online Communication Services**
- 4.8.1 Where the Company is providing Microsoft Online Communication Services, as identified in the Order Form, the Company will provide the Microsoft Online Communication Services in respect of the Supported Equipment and Supported Services identified in the Order Form in accordance with this paragraph 4.8.
- 4.8.2 The Company will:
- (a) respond to incidents in respect of the Supported Equipment in accordance with the Incident Management process;
 - (b) provide reactive Problem Management in respect of the Supported Equipment and/or Supported Services;
 - (c) implement Changes in accordance with the Change Management process;
 - (d) administer changes to the configuration, provision and management of Supported Equipment and/or Supported Services;
 - (e) update the Supported Services and/or relevant firmware for the Supported Equipment:
 - (i) to mitigate security vulnerabilities and/or stability issues or performance / functionality bugs with the aim of ensuring that the Supported Equipment is eligible for Vendor support;
 - (ii) for feature upgrades, which may be identified and recommended by the Company in accordance with paragraph 4.8.3, or requested by the Customer provided that any such feature upgrades will incur additional cost on a time and materials basis, which will be agreed with the Customer prior to such work being completed;
 - (f) collate configuration backups pre- and post-implementation of a Change to the Supported Equipment and maintain at least one current device configuration backup at all times and at least the two most recent previous device configuration backups for one month after they are superseded by the current configuration, insofar as this can be reasonably supported by the Vendor technology and management toolsets; and
 - (g) notify the Customer where reasonably practicable ahead of the expiry of the relevant licences for the Supported Services and/or the security certificates for the Supported Equipment.
- 4.8.3 The Company will review firmware and software versions for Supported Equipment at least once a year to identify requirements for maintaining Vendor support. Any updates will be agreed with the Customer before being applied and the Customer will not unreasonably withhold or delay agreement.



5 MICROSOFT SOFTWARE AND LICENCES

- 5.1 The Customer acknowledges and agrees that the Customer's use of the Azure Services and the Supported Subscriptions is subject to the Customer agreeing to comply with the Microsoft Customer Agreement relevant to the Supported Subscriptions and relevant to the country where the Azure Services and the Supported Subscriptions are provided, which can be found at: <https://docs.microsoft.com/en-us/partner-center/agreements> or such other website address as notified to the Customer from time to time. The Customer accepts and agrees to be bound by such Microsoft Customer Agreement and agrees that Microsoft shall be entitled to enforce the Microsoft Customer Agreement directly against the Customer and to rely upon this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 notwithstanding any provision to the contrary in the Conditions. The Customer further acknowledges and agrees that Microsoft (and not the Company) is liable to the Customer for the provision of the Azure Services and the Supported Subscriptions. The Microsoft Customer Agreement in force on the Commencement Date or Renewal Date (as applicable) will remain in force for the period of that Supported Subscription. If Microsoft updates the Microsoft Customer Agreement then the Customer accepts the new Microsoft Customer Agreement as applicable on the relevant renewal of the Supported Subscription.
- 5.2 The Customer acknowledges and agrees that any personal data (in accordance with the Microsoft privacy statement) hosted by Microsoft in connection with the Azure Services and the Supported Subscriptions (or otherwise provided to or processed by Microsoft as part of the Azure Services and the Supported Subscriptions) will be processed by Microsoft in accordance with the Microsoft privacy statement from time to time in force. This privacy statement can be found at: <https://privacy.microsoft.com/en-gb/privacystatement> or such other website address as notified to the Customer from time to time.

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer will provide or otherwise comply with the following obligations set out in this paragraph 6.1, which are Customer Obligations for the purposes of this Contract:
 - 6.1.1 unless otherwise expressly agreed to be provided by the Company under this Contract, remain responsible for all third party hardware, software, services and/or infrastructure that necessary to enable the provision of the Microsoft Online Communication Services;
 - 6.1.2 ensure timely participation and engagement with the Change Management process;
 - 6.1.3 maintain an active email address destination for the Company to direct all automated notifications in respect of the Microsoft Online Communication Services;
 - 6.1.4 unless otherwise expressly agreed to be provided by the Company under this Contract, remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes; and
 - 6.1.5 ensure that the Supported Services are not operated in contravention of Relevant Law or any way which may infringe the rights of any person whether in statute or common law.

7 EXCLUSIONS FROM THE SERVICES

- 7.1 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Microsoft Online Communication Services, to the extent caused by any interruption or failure of the Microsoft Online Communication Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 7.1:
 - 7.1.1 server maintenance or application maintenance carried out by the Customer or a third party;
 - 7.1.2 any failure or any act or omission of Microsoft;
 - 7.1.3 any failure or any act or omission of a third party cloud service provider and/or any other third party provider; and/or
 - 7.1.4 as a result of any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
 and the Company reserves the right to levy additional charges on a time and materials basis in respect of such circumstances.

8 CHARGES

- 8.1 The Charges for the Microsoft Online Communication Services are as identified in the Order Form.
- 8.2 Unless otherwise provided in the Order Form, the Company will invoice for the Charges for the Microsoft Online Communication Services monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.