

## Service Schedule 5 – Office 365

### Additional Terms and Conditions applicable to Office 365 Services

#### 1. Interpretation

1.1 In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“Customer Data”	has the meaning given to it in the Microsoft Cloud Agreement.
“Implementation Services”	means the configuration, data migration and other implementation services described in the Contract.
“Initial Term”	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
“Microsoft”	means Microsoft Ireland Operations Limited
“Microsoft Cloud Agreement”	means the agreement between Microsoft and the Client which may be accessed at <a href="https://cmsresources.windowsphone.com/devcenter/en-US/downloads/partnercenter/CustomerAgreements/EMEA/MCA2015Agr(EMEA)(ENG)(Jul2015)(PDF).pdf">https://cmsresources.windowsphone.com/devcenter/en-US/downloads/partnercenter/CustomerAgreements/EMEA/MCA2015Agr(EMEA)(ENG)(Jul2015)(PDF).pdf</a> .
“Products”	means the Microsoft Office 365 software applications that are provided to the Client via the Services, as specified in a Contract.
“Office 365 Services”	means the provision to the Client of access to the Products on a hosted, software-as-a-service (SaaS) basis, as specified in a Contract.
“Services Start Date”	means the date on which the Services are made available to the Client, as specified in a Contract.
“Microsoft SLA”	means the Service Level Agreement for Microsoft Online Services which may be accessed at <a href="http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?M ode=3&amp;DocumentTypeId=37">http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?M ode=3&amp;DocumentTypeId=37</a> .
“SLA”	means the service level agreement set out in the Appendix.
“Support Services”	means the provision by Knowall of support in accordance with the SLA.
“Third Party Claim”	means any third party claims or allegations against Knowall, its supplier or Microsoft that arise out of or are connected with any default or breach or alleged default or breach of the Contract by the Client, or any other act or omission by the Client.

#### 2. Services

2.1 Subject to earlier termination in accordance with the General Terms and Conditions, Knowall will provide the Office 365 Services and, if applicable, the Support Services to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a “Renewal Period”) until either party gives written notice of termination to the other party at least thirty (30) days before the end of

the Initial Term or the end of any Renewal Period, in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable).

- 2.2 The Client may from time to time vary the number of registered Users who are entitled to use the Office 365 Services.
- 2.3 The Client agrees to comply with the terms of the Microsoft Cloud Agreement and, if so requested by Knowall, to provide Knowall with a signed copy thereof.
- 2.4 The Client acknowledges and agrees that:
  - 2.4.1 Microsoft may modify a Product, or may release a new version of a Product at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Product offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, a Product; and
  - 2.4.3 Microsoft may update the processes and tools needed to perform those functions, as Microsoft in its sole reasonable discretion deems appropriate, and the Client may be required to implement such updates or changes to continue to perform the functions.

### **3. Warranties and indemnity**

- 3.1 Microsoft warrants to the Client that:
  - 3.1.1 the Products made available via the Office 365 Services will operate in accordance with, and to the extent described in, the Microsoft Cloud Agreement; and
  - 3.1.2 the Office 365 Services be available in accordance with the Microsoft SLA.
- 3.2 Knowall provides no warranties with respect to the Office 365 Services.
- 3.3 If the Client makes a claim on the Microsoft SLA, the Client must escalate the claim to Knowall for review. Knowall will review the claim with Microsoft (or its distributor) according to the standard SLA review process. Knowall will then credit the Client at least the amount Microsoft (or its distributor) has paid Knowall for the SLA credit. The Client is eligible for credits not to exceed the total monthly subscription estimated retail price. Microsoft reserves the right to audit outages at any time.
- 3.4 Knowall warrants that to the Client that:
  - 3.4.1 it will provide the Implementation Services with a reasonable degree of skill and care; and
  - 3.4.2 it will use all reasonable endeavours to provide the Support Services in accordance with the SLA.
- 3.5 The Client will defend Microsoft and Knowall against any Third Party Claims. If there is an adverse final judgment (or settlement to which Knowall consents) resulting from any Third Party Claims, the Client will pay it. Knowall will promptly notify the Client in writing of the Third Party Claim, specify the nature of the claim and the relief the third party seeks. At Knowall's option and cost, Microsoft may participate in the selection of counsel, defence and settlement of any Third Party Claims covered by this clause. If Knowall decides to do this, the Client and Knowall will work together in good faith to reach decisions about which both parties agree. The Client must have Knowall's written consent before settling any Third Party Claim. Knowall will not unreasonably withhold its consent.

### **4. Charges**

- 4.1 Knowall shall issue invoices for the Charges as follows:
  - 4.1.1 in respect of the Implementation Services, on completion of such services; and
  - 4.1.2 in respect of the Office 365 Services and Support Services, monthly in arrears.
- 4.2 The Client acknowledges that the Charges for the Office 365 Services and Support Services are calculated by reference to the number of Users, and that the Charges may therefore vary from month to month.
- 4.3 Except as provided in clause 4.4, the Charges are fixed during the Initial Term. Thereafter Knowall may increase the price per User used to calculate the Charges for the Office 365 Services and/or Support Services by giving the Client thirty (30) days' prior written notice.

4.4 The Client acknowledges and agrees that, if Microsoft increases the price of the Office 365 Services at any time (including during the Initial Term), then Knowall may increase the Charges payable by the Client for the Office 365 Services by an equivalent amount.

**5. Migration of data**

5.1 The Client acknowledges that:

- (a) it is solely responsible for migrating any Customer Data to either a new subscription or other service prior to termination of the Contract; and
- (b) any assistance provided by Knowall in migrating Customer Data will be chargeable at Knowall's then-current professional services rates.

## APPENDIX SLA

### 1. Helpdesk

- 1.1 Knowall will provide:
  - 1.1.1 guidance and best practices for use of the Services; and
  - 1.1.2 technical support to resolve any issue arising in connection with the use of the Services (“**Incident**”), between 08:30 and 18:00 on Business Days.
- 1.2 The Client can request support from Knowall in relation to an Incident:
  - 1.2.1 by email at [support@knowall.net](mailto:support@knowall.net); or
  - 1.2.2 by telephone on [TELEPHONE NUMBER].
- 1.3 The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:
  - 1.3.1 the improper use of the Services by the Client; or
  - 1.3.2 any alteration to the Services made without the prior consent of Knowall,and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

### 2. Response times

- 2.1 Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Critical Global	Global Issues, eg major server issues.
Priority 2 – Critical Local	Local User Issues, eg User unable to access services
Priority 3 – Local	Administration Issues, eg configuration changes, adding additional resources

- 2.2 Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1 – Critical Global	Five (5) minutes	As agreed
Priority 2 – Critical Local	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A