

**SCHEDULE K: SERVICE DEFINITION FOR MICROSOFT 365 SERVICE**

**1. Microsoft 365 Service Description**

Exponential-e will provide the Partner / End User with the ability to use, subject to the Partner’s / End User’s acceptance of Microsoft’s terms and conditions and other contractual documents covering the 365 product available from the Microsoft website including, but not limited to, any applicable Microsoft Cloud Agreement (<https://docs.microsoft.com/en-us/partner-center/agreements> at the time of entering into the Contract), Online Service Terms ([www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts) at the time of entering into the Contract), software licence agreements ([www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts) at the time of entering into the Contract) and any applicable Service Level Agreements ([www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts) at the time of entering into the Contract), collectively the “Microsoft Terms”, Microsoft 365 through its Microsoft Cloud Solution Provider and/or Microsoft Service Provider license arrangements to the extent set out on the Order Form. Exponential-e will set up the Partner’s / End User’s tenancy on the Microsoft 365 platform and set up user accounts. The 365 product is defined by Microsoft and the Partner / End User should consult the Microsoft website (<https://www.microsoft.com/en-us/licensing/productlicensing/products> at time of entering into the Contract) for full details. In addition to the creation of the Partner’s / End User’s tenancy and user accounts, Exponential-e will provide the Partner with support as detailed below.

**Support**

Exponential-e will be the Partner’s first point of contact for all support issues for in respect of the Service including installation and setup, configuration, general technical usage and post-deployment break-fix. Exponential-e will escalate issues to Microsoft as deemed necessary by Exponential-e.

Exponential-e’s Service Desk is manned 24 x 7 x 365 by engineers for the reporting of incidents. The Service Desk is aligned to ITIL and industry best practice and underpinned by Exponential-e’s ITIL-based management platform. Details of how to contact the Service Desk will be provided to the Partner upon provision of the Service.

Where Exponential-e becomes aware of a fault with the Microsoft 365 Service, the Partner will be alerted as soon as the Service Desk becomes aware of the fault and an incident ticket has been raised by the Service Desk. If the Partner / End User first detects the fault, it should be reported by telephone or email by the Partner to the Service Desk.

For all logged incidents a priority will be set in accordance with the following table. The incident priority consists of a combination of two items:

- **Impact** - the importance of the incident to the infrastructure at a technical level.
- **Urgency** - the importance of the incident to the Partner / End User.

For incidents logged to the Service Desk, the impact for the incident will be set by Exponential-e in line with the priority table below.

When the Partner raises an incident or wishes to escalate the priority of an incident logged by the Service Desk, the urgency will be defined by the Partner, acting reasonably, after consulting the priority table below. Exponential-e will allow incidents to be escalated by (1) priority level upon reasonable request by the Partner or as deemed reasonable by Exponential-e.

Priority	Description
<b>P1</b>	A critical business service is: <ul style="list-style-type: none"> <li>• non-operational, thus impacting the Partner / End User organisation, multiple users or multiple sites; or</li> <li>• subject to severe functional error or degradation affecting production, demanding immediate attention.</li> </ul> Business impact is high, with immediate financial, legal or reputational impact.
<b>P2</b>	The Partner / End User or Service is experiencing: <ul style="list-style-type: none"> <li>• failure or performance degradation that severely impairs operation of a critical business service; or</li> <li>• failure or degradation, although a workaround may exist;</li> <li>• degradation or loss of functionality; or</li> <li>• degradation that impacts a significant number of users or a whole site.</li> </ul> Business impact is high.

<b>P3</b>	<p>The Partner / End User is experiencing a problem that causes moderate business impact. The impact is</p> <ul style="list-style-type: none"> <li>• limited to a single user or a small group of users; or</li> <li>• moderate, not widespread;</li> <li>• Non-existent.</li> </ul> <p>Business risk is low.</p>
<b>P4</b>	<ul style="list-style-type: none"> <li>• Standard service request (e.g. User Guidance) or updating of documentation.</li> </ul> <p>Low or minor localised impact.</p>

In addition, any service level claims that the Partner wishes to make in respect of the Microsoft 365 Services under the Microsoft Terms should in the first instance be submitted to Exponential-e, for onward processing by Microsoft. In the event of any payments being made to Exponential-e by Microsoft in respect of such claim, Exponential-e shall apply the same to the Partner’s account.

The above support is included within the Charges for the Service.

**2. Terms and Conditions for Microsoft 365 Service**

- 2.1 Exponential-e will ensure that the Partner’s / End User’s subscription for Microsoft 365 is activated through the creation of the Partner’s / End User’s tenancy and the setting up of the user accounts. Save as set out in the Support section of the Service Description above, this is Exponential-e’s sole responsibility in respect of the Microsoft 365 Service. The Partner acknowledges and agrees that the Microsoft 365 product will be provided directly by Microsoft and that sole responsibility for the provision of the Microsoft 365 product (and any additional support required in respect thereof) lays with Microsoft and that Exponential-e has no responsibility for, and shall have no liability to the Partner in respect of, the provision (or not) and/or the additional support (or not) of the Microsoft 365 product. Exponential-e makes no representations, conditions or warranties with respect to the Microsoft 365 product. Exponential-e does not act in any way as an agent or representative of Microsoft.
- 2.2 The following clauses of the General Terms shall not apply in respect of Microsoft 365 Services: Clause 3 (End User Site Access), Clause 9 (Risk, Title and Warranty).
- 2.3 With the exception of Sub-clause 2.1, Clause 2 (Ordering, Service Provision and Acceptance) of the General Terms does not apply to this Service.
- 2.4 With the exception of Sub-clause 6.6, Clause 6 (Exponential-e’s Obligations and Warranties) of the General Terms does not apply to this Service.
- 2.5 With the exception of Sub-clause 7.6, Clause 7 (Partner Obligations and Warranties) of the General Terms does not apply to this Service.
- 2.6 With the exception of Sub-clause 8.2, Clause 8 (Staff and Contractors) of the General Terms does not apply to this Service.
- 2.7 Clause 12.1.1 of the General Terms shall not apply to the Microsoft 365 Service. In lieu the following shall apply: “until the expiry of all of the Initial Term whereupon the Microsoft Office 365 Service shall renew for a period equal to in duration to the Initial Term (“Further Subscription Term”) unless either Party serves not less than thirty (30) days advance notice of non-renewal to the other Party.”
- 2.8 Clause 12.6 (Termination Payment) of the General Terms shall not apply in respect of the Microsoft 365 product, however, Exponential-e reserves the right to pass on any early termination charges levied on it by Microsoft in the event of termination of the Microsoft 365 Service by the Partner, other than for cause, during the Initial Term or any Further Subscription Term.
- 2.9 The Partner acknowledges that:
  - 2.9.1 No service level agreements are provided by Exponential-e in respect of the Microsoft 365 product; and
  - 2.9.2 No commitments or remedies regarding security of, or intellectual property rights in, the Microsoft 365 product are provided by Exponential-e; and
  - 2.9.3 Data stored within the Microsoft 365 platform is not Stored Data and Exponential-e shall have no liability under the Contract in respect of loss or corruption thereof.
- 2.10 The Partner shall be liable to pay Exponential-e the Charges due in respect of the Microsoft 365 Service as per the General Terms. All billing matters are strictly between the Partner and Exponential-e, with no involvement of Microsoft.

- 2.11 By signing the Order Form the Partner confirms their acceptance of the Microsoft Terms where the Partner is the user of the Services. By signing the Order Form the Partner warrants that the End User has accepted the Microsoft Terms where the End User is the user of the Services. The date of acceptance of the Microsoft Terms will be regarded as the date on which the Order Form is signed. The Partner hereby authorises Exponential-e to confirm to Microsoft that the Microsoft Terms have been accepted by the Partner or the End User (as applicable) and provide any requested details of such acceptance required by Microsoft, to Microsoft.
- 2.12 Exponential-e reserves the right to terminate the provision of the Microsoft 365 Service if instructed to do so by Microsoft or if any time Microsoft withdraws Exponential-e's authorisation to provide the Microsoft 365 Service to the Partner.
- 2.13 The Partner acknowledges and agrees that Exponential-e may provide contact and account details for the Partner / End User to Microsoft to allow Microsoft to contact the Partner / End User about the Microsoft 365 Services.
- 2.14 The Partner acknowledges that Exponential-e is obliged to report any known or suspected violation of the Microsoft Terms by the Partner or End User, to Microsoft and agrees to the reporting of the same by Exponential-e to Microsoft.
- 2.15 Exponential-e reserves the right to increase the Charges at any time upon written notice to the Partner in the event that Microsoft increases its charges for the Microsoft 365 Service.
- 2.16 The Partner shall (and shall procure that the End User shall) implement any measures required by Microsoft in regard to access to Microsoft services, including, where applicable, multi-factor authentication requirements.

### **3. Data Processing**

To the extent that Exponential-e Processes Partner Personal Data pursuant to the Contract, Clauses 10.14 to 10.22 (inclusive) of the General Terms will apply in respect of that Processing.

With respect to Processing of Partner Personal Data by Microsoft and/or through the provision and/or use of the 365 product, the Partner is referred to the Microsoft Terms for relevant terms. For the avoidance of doubt, Microsoft will be a Processor of Partner Personal Data pursuant to the Microsoft Terms; not a Sub-Processor to Exponential-e.