

MICROSOFT OFFICE 365 SERVICE SCHEDULE

The following additional terms and conditions apply to the provision of the Microsoft Office 365 Service.

1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Customer Hardware”	means any hardware, tools, equipment and other tangible property and physical IT infrastructure owned or leased by the Customer and used in connection with the Microsoft Office 365 Service;
“De-Installation Services”	means the de-provisioning of the Microsoft Office 365 Service by O2 as agreed in writing between O2 and Customer;
“Installation Services”	means the provisioning of the Microsoft Office 365 Services and associated works by O2 as agreed in writing between O2 and the Customer to facilitate the access and use of the Microsoft Office 365 Service by Customer;
“Licensed Software”	means and full version of the software, offered as part of the Product, as identified on the O2 Price List and in the Microsoft Office 365 Use Rights;
“Microsoft Office 365 Service”	means the cloud based service provided by O2;
“Product”	means a product of the Microsoft Office 365 Service, (including Licensed Software) as referenced in Clause 38 of the Microsoft Office 365 Use Rights and, as identified in the O2 Price List;
“Microsoft Office 365 Use Rights”	means the terms of use for each Product as detailed in Appendix 1 attached;
“Service Level Agreement”	means the service level agreement attached hereto as Appendix 2;
“Subscription”	means an order of a particular Product (e.g. Exchange Online) associated with a unique identifier. A Customer may have single or multiple Subscriptions for a single Product or for multiple Products.

2 SERVICE

- 2.1 The Microsoft Office 365 Service is a cloud based service available to O2 Customers purchasing other O2 services and in addition to the General Conditions and the terms contained herein, the Microsoft Office 365 Use Rights attached as Appendix 1 will apply.

3 SERVICE STANDARDS

- 3.1 The Customer acknowledges that there are minimum system requirements for the use of Microsoft Office 365 service and that failure to meet these requirements will result in reduced service capability. The minimum service requirements can be found at www.o2.co.uk/business/support.
- 3.2 The Customer acknowledges and agrees that 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, law, or to advance innovation in its Product offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features of functionality from a Product.
- 3.3 O2 will provide the Customer at least thirty (30) days notice prior to Microsoft releasing a new or modified version of a Product that significantly changes existing Customer-perceptibility (such new or modified version, a "Customer New Release") (where "Customer-perceptible functionality" means functionality that affects a Customer's perception of and interaction with a Product). Thereafter, O2 will provide any information the Customer reasonably requests in relation to the Customer New Release, such as its specifications and benefits.
- 3.4 In case of a new release of a Product enabled by an incompatible change (a change arising within the Microsoft Office 365 Service that prevent continuity of an existing Product), O2 reserves the right to migrate the Customer to such new releases at any time on or after the release date.
- 3.5 Subject to the notice requirements in clause 3.3 for Customer New Releases, O2 may provision new users (including additional users under existing Subscriptions) with a modified version or new release of a Product as of the release date for such modified version or new release without notice to the Customer. In the event O2 is required by regulatory agency, order, or law to make a change to a Product, Microsoft may release such changed Product immediately and without notice to the Customer, even if such change may otherwise be characterised as a Customer New Release.

4. SERVICE ACCESS AND USE

- 4.1 In order to access and use the Microsoft Office 365 Service the Customer will need to provision the Customer Hardware from which the Microsoft Office 365 Services will be accessed and used. The Customer may carry out provisioning itself and on its own account or may, subject to further agreement in writing, engage O2 to provide the Installation Services. Similarly the Customer may engage O2 to provide the De-Installation Services on the termination or expiration of this Agreement.
- 4.2 Where the Customer engages O2 to provide Installation, or De-Installation Services, those services shall be provided in consideration of the payment by the Customer of the professional charges (which shall apply in addition to Charges for Products) and subject to the terms agreed between the Customer and O2.

- 4.3 Where the Customer carries out the provisioning of Customer Hardware itself neither O2 nor Microsoft shall be liable for any loss, damage, liability, cost or expense incurred by the Customer whether directly or indirectly in carrying out such provisioning.

5. ORDERING AND DELIVERY OF PRODUCTS

Orders

- 5.1 O2 will offer the Customer the Products as described in the O2 Price List and the Microsoft Office 365 Services Use Rights. O2 reserves the right to remove a Product, at any time, from the Price List and the Microsoft Office 365 Services Use Rights, including:
- (i) in response to an intellectual property infringement claim against O2 or Microsoft;
 - or
 - (ii) in accordance with a court or other governmental bodies; or
 - (iii) in accordance with the Compliance Section of this Agreement.

Delivery of Microsoft Office 365

- 5.2 O2 will provision the Microsoft Office 365 Services based on information provided by the Customer. The Customer will be responsible for any incorrect information submitted by or on behalf of the Customer in connection with any order for Microsoft Office 365 Service. Upon receipt and acceptance of a valid order for Microsoft Office 365 Services, O2 will provision the Microsoft Office 365 Service, in accordance with the terms of the Microsoft Office 365 Service Use Rights and the Service Level Agreement.

6. PRICING AND PAYMENT TERMS

- 6.1 O2 may change the O2 Price List in accordance with clause 11.1 of the General Conditions provided, however, where the Customer has placed orders for additional licenses of a Product under an existing active Subscription, O2 will honour the pricing in effect under that Subscription for a duration of 12 months from the date of first connection of that Subscription.

7. TERM AND TERMINATION

- 7.1 Each Product connected will be subject to a 30 day Minimum Term, or a longer period as may be agreed from time to time between O2 and the Customer.

7.1.1 Auto-Renewal

Subscriptions will automatically renew at the end of any Term. Each renewal Term will be for the period specified above.

7.1.2 Suspension

The Customer will continue to accrue charges for the suspended Subscription until the Subscription is cancelled or enabled again. O2 may suspend a Customer's Subscription for legal, regulatory reasons or as otherwise permitted under this Agreement.

7.1.3 Cancellation

If O2 believes in good faith that any Customer that has purchased a Product is in breach of the applicable Microsoft Office 365 Use Rights or is otherwise misusing the Product, notwithstanding Clause 13.6 of the General Conditions, O2 may at its sole discretion, immediately stop supplying the Product(s) in respect of such Customer.

- 7.2 The Customer may cancel its Subscription for a Product at any time on 30 days notice, subject to the terms of the Agreement and the Commercial Schedule.

- 7.3 Upon cancellation or termination for any reason the terms contained in Clause 5 of the Microsoft Office 365 Use Rights shall apply.

8 WARRANTIES & REPRESENTATIONS

- 8.1 O2 shall not be deemed to have made, be bound by or liable for, any representation, warranty or promise made by Microsoft in respect of the Microsoft Office 365.
- 8.2 The Customer shall be fully and solely responsible for satisfying itself that the Microsoft Office 365 is fit for the Customers purpose and neither O2 nor Microsoft provide any representations or warranties in this regard.
- 8.3 To the extent permitted by applicable law, Microsoft and O2 exclude all warranties and any liability by Microsoft and O2 or its Affiliates or suppliers for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Products.

9 SUPPORT

- 9.1 O2 and not Microsoft or Microsoft's Affiliates or suppliers, will provide Customers with support for the Products. O2 will provide support to Customers for day to day queries which may arise from the use of Microsoft Office 365 Service. Note that supporting services may incur a separate charge. For the avoidance of doubt O2 is not responsible for the provision and functionality of the Microsoft Office 365 Service.

10 COMPLIANCE

Regulatory Compliance

- 10.1 O2 may modify or terminate the Microsoft Office 365 where there is any current or future government requirement or obligation in any country that subjects O2 to any regulation or requirement not generally applicable to business, presents a hardship for O2 to continue operating the Microsoft Office 365 without modification, and/or causes O2 to believe these terms or the Microsoft Office 365 may be in conflict with any such requirement or obligation. For example, O2 may modify or terminate the Microsoft Office 365 in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

11. INTELLECTUAL PROPERTY

- 11.1 The Customer warrants and represents that it has the necessary rights to all data, software programs and services that it uses in connection with its access to or use of the Microsoft Office 365 Service and that such activities do not infringe the intellectual property or other proprietary rights of any third party. The Customer agrees to indemnify and hold O2 and Microsoft harmless from and against any and all claims, costs, expenses, damages, liabilities and legal fees that O2 and Microsoft may suffer or incur as a result of any dispute that may arise, in any way whatsoever, in connection with any breach of this Clause.

12. GENERAL

- 13.1 The Customer agrees that while the provisions contained in this Service Schedule create enforceable legal rights and obligations between the Customer and O2, such rights shall be capable of enforcement by Microsoft and Microsoft Affiliates in their own right in the same manner as if Microsoft and Microsoft Affiliates were party to this Agreement.

13.2 The Customer consents to allow Microsoft to use the information relating to the Customer that Microsoft receives in order to provide the Products and uphold its responsibilities under this Agreement.

APPENDIX 1
MICROSOFT OFFICE 365 USE RIGHTS

In addition to the Definitions contained in Clause 1 of the Microsoft Office 365 Service Schedule above the following will apply in this Appendix:

“ CAL ”	means client access license
“ Customer Data ”	means all data, including text sound, or image files and software that are provided to O2, or on behalf of, the Customer through the use of the Microsoft Office 365 Service
“ Non-Microsoft Product ”	means any software, data, service, website or other product licensed, sold or otherwise provided to the Customer by an entity other than O2 or Microsoft, whether the Customer obtained it via Microsoft Office 365 or elsewhere;
“ Operating System Environment (OSE) ”	means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs;
“ Physical OSE ”	means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE;
“ SL ”	means subscription licence

1. GRANT OF LICENCE TO THE CUSTOMER

1.1 General. License grants are subject to the Customer’s obligation to pay and continue paying the Subscription Charges and the Customer’s compliance with this Agreement and any additional Product use terms associated with this Agreement. A License is non-exclusive, non-perpetual (unless specifically allowed), and is not transferable (unless specifically allowed). O2 reserves all rights not expressly granted (and no other rights will arise by implication, estoppel, exhaustion, or otherwise).

1.2 Licensed software. In consideration of the Charges O2 grants the Customer licenses for the number of copies of each item of Licensed Software that the Customer orders from O2 and the right to use a prior (older) version in place of Licensed Software if specified in the Product use terms.

1.2.1 When licences become perpetual. Unless the Customer obtains perpetual licenses under an available buy-out option from O2, Licensed Software obtained under this

Agreement lasts only for the term of this Agreement. Any references in the Product use terms to running Licensed Software on a perpetual basis apply only if the Customer obtains perpetual licenses under an applicable buy-out option.

Licence confirmation. All of the following, when taken together, are proof of the Customer's license (or if the buy-out option is available and the Customer has exercised it, the Customer's perpetual license): (a) this Agreement, (b) the order confirmation, if any, (c) for any transfers allowed by this Agreement, the documentation evidencing the license transfers, and (d) proof of payment.

1.2.2 Licence rights are not related to software media. The rights applicable to Licensed Software obtained under this Agreement are not related to any order of fulfilment of software media.

1.2.3 Transferring licenses to Affiliates or third parties.

1.2.3.1 Right to transfer. The Customer may transfer licenses for Licensed Software under this Agreement only after the Customer exercises an available buy-out option. The Customer may transfer fully-paid perpetual licenses only to: (1) an Affiliate; or (2) to an unaffiliated third party in connection with a merger or transfer of ownership of the Customer's enterprise. No license transfer will be valid unless the Customer provides this Agreement to the party who is receiving the licenses and that party accepts it in writing. Any attempted transfer not made in compliance with this section will be void. A transfer of licenses will not relieve the assigning party of its obligations under this Agreement. The resale of licenses, and any other transfer not expressly permitted by this section, is expressly prohibited.

1.2.3.2 Certain transfers not permitted. The Customer may not transfer any of the following:

- (a) licenses on a short-term basis (90 days or less);
- (b) temporary rights to use Licensed Software;
- (c) Microsoft software assurance coverage, if any;
- (d) perpetual licenses for any version of any Licensed Software acquired through Microsoft software assurance separately from the full version license; or
- (e) a perpetual upgrade license for a desktop operating system separately from the underlying desktop operating system license or from the computer system on which the Licensed Software is installed and to which the license is assigned.

1.2.4 Limitations on use. Licensed software is licensed to the Customer, not sold. The Customer has no right to:

- (a) reverse engineer, decompile, or disassemble any Licensed Software, except where applicable law permits it despite this limitation;
- (b) rent, lease, lend, resell, or host to or for third parties any Licensed Software, except as may be expressly permitted for a given Licensed Software in the product use terms;
- (c) separate and use the components of Licensed Software on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as may be expressly permitted in the product use terms; or
- (d) modify or create derivative works of the Licensed Software.

2. CUSTOMER USE RIGHTS

If the Customer complies with this Agreement the Customer may use the Licensed Software and Microsoft Office 365 only as expressly permitted by this Agreement.

3. LICENCE TERMS UPDATES

O2 may update these license terms from time to time. Changes to these license terms that O2 either introduce with updates or supplements or are required by law to make, or that do not materially affect the Customer's use of the Microsoft Office 365 Service will apply immediately.

4. MICROSOFT OFFICE 365 UPDATES

Where Microsoft updates the Microsoft Office 365 Service or Licensed Software in accordance with Clause 3 of the Service Schedule and the Customer does not use the updated Microsoft Office 365 Service or the Licensed Software, some features may not be available to the Customer and the Customer's use of the Microsoft Office 365 Service and Licensed Software may be interrupted.

5. SUSPENSION OF MICROSOFT OFFICE 365

In addition to Clause 12.5 of the General Conditions O2 may suspend the Microsoft Office 365 Service in whole or in part in the following circumstances:

- a. If reasonably necessary to prevent unauthorised access to Customer Data;
- b. To the extent necessary to comply with the legal requirements; or
- c. If the Customer does not abide by the Acceptable Use policy section of these Microsoft Office 365 Service Use Rights or violates the terms of this Agreement.

Our Suspension Policy

Any suspension of the Microsoft Office 365 Service pursuant to this section shall apply to the minimum necessary portion of the Microsoft Office 365 Service and will only be in effect for as reasonably necessary to address the issues giving rise to the suspension.

Notice of Suspension

O2 will provide advance notice before suspending the Microsoft Office 365 Service, except where O2 reasonably believes an immediate suspension is required. O2 will provide at least 30 days notice before suspending a Microsoft Office 365 Service for non-payment.

O2 Right to Terminate the Microsoft Office 365 Services

If the Customer fails to fully address the reasons for suspension within 30 days after O2 suspends the Customer's Microsoft Office 365 Service, O2 may terminate Customer's Subscription and reserve the right to delete Customer Data without any retention period.

6. ONLINE SERVICE MICROSOFT OFFICE 365 EXPIRATION OR TERMINATION

Upon expiration or termination of the Customer Microsoft Office 365 Services Subscription, the Customer must contact O2 and tell O2 whether to:

- a. disable the Customer account and then irretrievably delete and purge the Customer Data; or
- b. retain the Customer Data in a limited function account for at least 90 days after expiration or termination of the Customer subscription (the "**Retention Period**") so that the Customer may extract the data.

If the Customer indicates option (a), the Customer will not be able to extract the Customer Data from the Customer account. If the Customer indicates option (b), the Customer will reimburse O2 for any applicable costs. If the Customer does not indicate (a) or (b), O2 will retain the Customer Data in accordance with (b).

Following the expiration of the Retention Period, O2 will disable the Customer account and then irretrievably delete and purge the Customer Data. Cached

or back-up copies will be irretrievably purged and deleted within 30 days of the end of the Retention Period

The Microsoft Office 365 Service may not support retention or extraction of software provided by the Customer to run in the Microsoft Office 365 Service.

No Liability For Deletion Of Customer Data

The Customer agrees that, other than described in these Terms, O2 has no obligation to continue to hold, export or return the Customer Data. The Customer agrees that O2 has no liability whatsoever for deletion of the Customer Data pursuant to these Terms.

7. AVAILABILITY OF MICROSOFT OFFICE 365 SERVICE

Availability of the Microsoft Office 365, some of its functionality and language versions vary by country. The Customer may only use the Microsoft Office 365 Service, or certain functionality of the Microsoft Office 365 Service, as is made available in the primary location of the Customer. Information on availability is located at <http://www.microsoft.com/online/faq.aspx#international> or at an alternate site Microsoft identifies.

8. RESPONSIBILITY FOR THE CUSTOMER'S ACCOUNTS

The Customer is responsible for the Customer's passwords, if any, and all activity with the Customer's Microsoft Office 365 Service accounts including that of users the Customer provisions and dealings with third parties that take place through the Customer's account or associated accounts. The Customer must keep the Customer's accounts and passwords confidential. The Customer must tell O2 immediately about any possible misuse of the Customer's accounts or any security incident related to the Microsoft Office 365 Service.

9. USE OF SOFTWARE WITH THE MICROSOFT OFFICE 365 SERVICE

The Customer may need to install certain Microsoft software in order to sign into and use the Microsoft Office 365 Service. If so, the following terms apply:

Microsoft Software License Terms.

The Customer may install and use the software on the Customer's devices only for use with the Microsoft Office 365 Service. The Customer's right to use the software ends when the Customer's right to use the Microsoft Office 365 Service terminates or expires, or when O2 updates the Microsoft Office 365 Service and it no longer supports the software, whichever comes first. The Customer must uninstall the software when the Customer's right to use it ends. O2 may also disable it at that time.

Automatic Updates for Microsoft Software.

From time to time, O2 may check the version of the Customer software and recommend or download updates to Customer devices. The Customer may not receive notice when O2 downloads the update

10. PRE-RELEASE CODE

If other terms come with pre-release code, those terms apply to the Customer's use of it.

11. UPDATES AND SUPPLEMENTS

O2 may update or supplement the software which the Customer licenses. If so, the Customer may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to the Customer's use of it.

12. USE OF OTHER WEBSITES, APPLICATIONS AND SERVICES

The Customer may need to use certain Microsoft web sites or services to access and use the Microsoft Office 365 Service. If so, the terms of use associated with those web sites or services, as applicable, apply to the Customer's use of them.

13. THIRD PARTY CONTENT AND SERVICES

O2 is not responsible for any third party content the Customer accesses directly or indirectly via the Microsoft Office 365 Services. The Customer is responsible for the Customer's dealings with any third party (including advertisers) related to the Microsoft Office 365 Services (including the delivery of and payment for goods and services).

14. THIRD PARTY SOFTWARE

If other terms come with a program licensed by a third party, those terms apply to the Customer's use of it.

15. NO HIGH RISK USE

The Microsoft Office 365 Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Neither Customer nor end users have the right to use the Microsoft Office 365 Service in any application or situation where the Microsoft Office 365 Service failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Microsoft Office 365 Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. The Customer agrees to indemnify and hold harmless O2 and Microsoft from any third-party claim arising out of the use of the Microsoft Office 365 Service in connection with any High Risk Use.

16. CUSTOMER DATA

The Customer may be able to submit Customer Data for use in connection with the Microsoft Office 365 Service. When the Customer submits Customer Data for use with any Microsoft Office 365 Services that enables communication or collaboration with third parties, the Customer acknowledges that those third parties may then be able to:

- a. Use, copy, distribute, display, publish, and modify the Customer Data;
- b. Publish the Customer's name in connection with the Customer Data; and
- c. Facilitate others' ability to do the same.

Some Microsoft Office 365 Services may offer functionality that restricts third parties' ability to do so. It is the Customer's responsibility to make use of that functionality as appropriate for the Customer's intended use of the Customer Data.

17. NON-MICROSOFT PRODUCTS

Microsoft may make Non-Microsoft Products available to the Customer through the portal or other means. The use of this Non-Microsoft Product will be governed by separate terms between the Customer and the third party providing that Non-Microsoft Product. Neither O2 nor Microsoft assumes responsibility or liability whatsoever for the Non-Microsoft Product.

The Customer is solely responsible for any Non-Microsoft Product that the Customer installs or uses with the Microsoft Office 365 Service. Neither O2 nor Microsoft is a party bound by any terms governing the Customer's use of any Non-Microsoft Product.

If the Customer installs or uses any Non-Microsoft Product with the Microsoft Office 365 Services, then the Customer, not Microsoft or O2, direct and control the installation and use of it in the Microsoft Office 365 Service through the Customer's use of application programming interfaces and other technical means that are part of the Microsoft Office 365 Services. Microsoft and O2 will not run or make any copies of such Non-Microsoft Product.

If the Customer installs or uses any Non-Microsoft Product with the Microsoft Office 365 Services, the Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

18. OWNERSHIP OF CUSTOMER DATA

The Customer retains all right, title and interest in and to Customer Data. O2 acquires no rights in Customer Data, other than the rights the Customer grants to O2 for the Microsoft Office 365 Service. This does not apply to software or services O2 licenses to the Customer.

19. O2 USE OF CUSTOMER DATA; THIRD PARTY REQUESTS

Customer Data will be used only to provide the Microsoft Office 365 Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Microsoft Office 365 Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

O2 will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as the Customer directs or unless required by law. Should a third party contact O2 with a demand for Customer Data, O2 will attempt to redirect the third party to request it directly from Customer. As part of that, O2 may provide the Customer's basic contact information to the third party. If compelled to disclose Customer Data to a third party, O2 will use commercially reasonable efforts to notify the Customer in advance of a disclosure unless legally prohibited. O2 are responsible for responding to requests by a third party regarding Customers use of the Microsoft Office 365 Services, such as a request to take down content under the Digital Millennium Copyright Act.

20. SECURITY OF CUSTOMER DATA

O2 will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the Microsoft Office 365 Services to help secure the Customer Data processed or accessed by the Microsoft Office 365 Services against accidental or unlawful loss, access, or disclosure. The Customer agrees that these measures are:

- a. O2's only responsibility with respect to the security and handling of Customer Data; and
- b. in place of any confidentiality obligation contained in the Customer volume license agreement or any other non-disclosure or confidentiality agreement.

21. ACCEPTABLE USE POLICY

Neither the Customer nor those that access the Microsoft Office 365 Service through the Customer may use the Microsoft Office 365 Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to use the Microsoft Office 365 Service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- to falsify any protocol or email header information (e.g., “spoofing”);
- to spam or distribute malware;
- in a way that could harm the Microsoft Office 365 Service or impair anyone else’s use of it; or for any high risk use (where failure or fault of the Microsoft Office 365 Service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

22. ELECTRONIC NOTICES

O2 may provide the Customer with information about the Microsoft Office 365 Service in electronic form. It may be via email to the address the Customer provides when the Customer signs up for the Microsoft Office 365 Service or through a web site that O2 identifies. Notice via email is given as of the transmission date. As long as the Customer uses the Microsoft Office 365 Service, the Customer has the software and hardware needed to receive these notices. The Customer may not use the Microsoft Office 365 Service if the Customer does not agree to receive these electronic notices.

23. TECHNICAL LIMITATIONS

The Customer must comply with any technical limitations in the products that only allow the Customer to use them in certain ways. The Customer may not work around them. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.

24. OTHER RIGHTS

Rights to access the software on any device do not give the Customer any right to implement Microsoft patents or other Microsoft’s intellectual property in software or devices that access that device.

25. DOCUMENTATION

Any person that has valid access to the Customer’s computer or internal network may copy and use the documentation corresponding to Licensed Software for the Customer’s internal reference purposes. Documentation does not include electronic books.

26. LICENSE REASSIGNMENT

Most, but not all, licenses may be reassigned from one device or user to another. The general rules governing reassignment are described below, along with some special rules for certain products and license types.

Limitations on Licence Reassignment

Except as permitted below, the Customer may not reassign licenses on a short-term basis (within 90 days of the last assignment).

Conditions of License Reassignment

When the Customer reassigns a license from one device or user to another, the Customer must remove the software or block access from the former device or from the former user’s device,

Special Consideration for certain products and license types

User/Device Subscription License (SLs). The Customer may reassign a user or device SL on a short-term basis, to cover a user's absence or the unavailability of a device that is out of service. Reassignment of these licenses for any other purpose or timeframe must be permanent. This right does not apply to Windows Intune with Windows Desktop Operating System User SLs.

27. PRODUCT ACTIVATION

Some Products require activation to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on <http://www.microsoft.com/licensing>. The Customer is responsible for both the use of keys assigned to the Customer and activation of Products using the Customer's Key Management Service (KMS) machines. The Customer should not disclose keys to third parties at any time.

KMS and Multiple Activation Key (MAK) Activation

During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with the Customer's KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/licensing/existing-customers/product-activation.aspx>. By using the software, the Customer consents to the transmission of this information. Before the Customer activates, the Customer has the right to use the version of the software installed during the installation process. The Customer's right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. The Customer is not licensed to continue using the software after that time if the Customer does not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. The Customer can also activate the software manually by Internet or telephone. If the Customer does so, Internet and telephone service charges may apply. Some changes to the Customer computer components or the software may require the Customer to reactivate the software. The software will remind the Customer to activate it until the Customer does so.

Proper Use of KMS

The Customer may not provide unsecured access to the Customer's KMS machines over an uncontrolled network such as the Internet.

Unauthorized Use of MAK or KMS Keys

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys:

- prevent further activations
- deactivate
- otherwise block the key from activation or validation

Key deactivation may require the Customer to acquire a new key from Microsoft

28. ADDITIONAL FUNCTIONALITY

O2 may provide additional functionality for the Products. Other license terms and fees may apply.

29. FONT COMPONENTS

While the software is running, the Customer may use its fonts to display and print content. The Customer may only:

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

30. BENCHMARKING TESTING

Software

The Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. This does not apply to Windows Server or .NET Framework (see below).

Microsoft .NET Framework

The software may include one or more components of the .NET Framework (".NET Components"). The Customer may conduct internal benchmark testing of those components. The Customer may disclose the results of any benchmark test of those components, provided that the Customer complies with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement the Customer may have with Microsoft, if the Customer discloses such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of Customers products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

31. SQL SERVER TECHNOLOGY

If the Customer's edition of the software includes a SQL Server database software product ("SQL Server Database"), the Customer may run, at any one time, one Instance of SQL Server Database in one Physical or Virtual Operating System Environment on one Server to support the software. The Customer may also use that Instance of SQL Server Database to support other products that include any version of SQL Server Database. The Customer does not need SQL Server CALs for all such use.

The Customer's may not share that Instance to support any Product that is not licensed with SQL Server Database.

If the Customer's edition of the software includes SQL Server-branded components other than a SQL Server Database, such components are licensed to the Customer under the terms of their respective licenses. Such licenses may be found:

- in the "legal", "licenses" or similarly named folder in the installation directory of the software, and may be contained in standalone license agreements or appended to the software's license agreement; or
- through the software's unified installer.

If the Customer does not agree to a SQL Server-branded component's license terms, the Customer may not use the component.

CREATING AND STORING INSTANCES

The Customer may create and store any number of Instances of the software on any of the Customer servers or storage media solely to exercise the Customer's right to run Instances of the software.

32. SQL SERVER REPORTING SERVICES MAP REPORT ITEM

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, the Customer may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. The Customer may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. The Customer may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. The Customer's use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/fwlink/?LinkId=21969>.

The Customer may not:

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to the Customer through the software; or
- publish the software, including any application programming interfaces included in the software, for others to copy; or
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

33. MULTIPLEXING

Hardware or software the Customer uses to:

- pool connections,
- reroute information,
- reduce the number of devices or users that directly access or use the product, or
- reduce the number of operating system environments, devices or users the product directly manages

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that the Customer needs.

34. SYSTEM CENTER PACKS

The license terms for the applicable system center products apply to Customer's use of management packs, configuration packs, process packs and integration packs included with the software.

35. SOFTWARE PLUS SERVICES

Microsoft may provide services through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. The Customer may not use the services in any way that could harm them or impair

anyone else's use of them. The Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

36. USING MORE THAN ONE PRODUCT OR FUNCTIONALITY TOGETHER

The Customer needs a license for each Product and separately licensed functionality used on a device or by a user. For example, if the Customer uses Office on Windows, the Customer needs licenses for both Office and Windows.

37. SERVICE SPECIFIC LICENSE TERMS

Note: all Microsoft Office 365 Products may only be available from time to time.

MICROSOFT OFFICE 365 SERVICES THAT REQUIRE USER OR DEVICE SL'S		
Microsoft Office 365 Product	User/Device SL	Required for each of Customer
Exchange Online Archiving	<ul style="list-style-type: none"> Exchange Online Archiving User SL 	<ul style="list-style-type: none"> Customer whose data is processed and stored by the Microsoft Office 365 or related software
Exchange Online Basic	<ul style="list-style-type: none"> Exchange Online Basic User SL, or Leighton Online Kiosk User SL, or Office 365 Plan K2 User SL 	<ul style="list-style-type: none"> users who access the Microsoft Office 365 or related software
Exchange Online Plan 1	<ul style="list-style-type: none"> Exchange Online Plan 1 User SL, or Exchange Online Plan 2 User SL, or Office 365 Plan E1 User SL, or Office 365 Plan E2 User SL, or Office 365 Plan E3 User SL, or Office 365 Plan E4 User SL 	<ul style="list-style-type: none"> users who access the Microsoft Office 365 or related software Archiving may be used for messaging storage only
Exchange Online Plan 2	<ul style="list-style-type: none"> Exchange Online Plan 2 User SL, or Office 365 Plan E3 User SL, or Office 365 Plan E4 User SL. 	<ul style="list-style-type: none"> users who access the Microsoft Office 365 or related software. Archiving may be used for messaging storage only.
Lync Online Plan 1	<ul style="list-style-type: none"> Lync Online Plan 1 User SL, or Lync Online Plan 2 User SL, or Office 365 Plan E1 User SL, or Office 365 Plan E2 User SL, or 	<ul style="list-style-type: none"> users who access the Microsoft Office 365 or related software

	<ul style="list-style-type: none"> • Office 365 Plan E3 User SL, or • Office 365 Plan E4 User SL, or • Live Meeting Professional User SL, or • Live Meeting Standard User SL 	
Lync Online Plan 2	<ul style="list-style-type: none"> • Lync Online Plan 2 User SL, or • Office 365 Plan E1 User SL, or • Office 365 Plan E2 User SL, or • Office 365 Plan E3 User SL, or • Office 365 Plan E4 User SL, or • Live Meeting Professional User SL, or • Live Meeting Standard User SL 	<ul style="list-style-type: none"> • Authenticated users 1 who access the Microsoft Office 365 or related software. However, <p>(i) Customers licensed for Lync Online Plan 1 (ii) Customers licensed for Lync Server standard CAL (iii) Customers licensed for Lync Server Enterprise CAL</p> <p>do not need SLs to access the Microsoft Office 365 for purposes other than scheduling or conducting a web conference.</p>
Lync Online Plan 3	<ul style="list-style-type: none"> • Lync Online Plan 3 User SL, or • Office 365 Enterprise E4 User SL 	<ul style="list-style-type: none"> • Authenticated users who access the Microsoft Office 365 or related software. However, <p>(i) Customers licensed for Lync Online Plan 1, (ii) Customers licensed for Lync Server Standard CAL, (iii) Customers licensed for Lync Server Enterprise CAL</p> <p>do not need the required SLs to access the Microsoft Office 365 for purposes other than (i) scheduling or conducting a web conference, or (ii) initiating a voice call through the public switched telephone network (PSTN)</p>
Lync-to-phone Add-on for 365 Small Business and Small Business Premium	<ul style="list-style-type: none"> • Lync-to-Phone Add-on for Small Business 	<ul style="list-style-type: none"> • Authenticated Customers who access the

	Premium User SL	Microsoft Office 365 or related software
Office ProPlus	<ul style="list-style-type: none"> Office 365 ProPlus Users SL; Office 365 Enterprise E3-A4 User SL; Office Professional Plus A User SL; Office 365 Midsize Business User SL with active Software Assurance coverage. 	<ul style="list-style-type: none"> Customers who access the oneline service or related software
Office 365 Small Business	<ul style="list-style-type: none"> Office 365 Small Business User SL 	<ul style="list-style-type: none"> Authenticated users who access the Microsoft Office 365 or related software. External users invited to site collections via Share-by-Mail functionality, up to a maximum of 500 authenticated users per month, do not need Customer SLs for that purpose
Office 365 Small Business Premium	<ul style="list-style-type: none"> Office 365 Small Business Premium User SL 	<ul style="list-style-type: none"> Authenticated users who access the Microsoft Office 365 or related software. External users invited to site collections via Share-by-Mail functionality, up to a maximum of 500 authenticated users per month, do not need Customer SLs for that purpose
Project Online	<ul style="list-style-type: none"> Project Online User SL 	<ul style="list-style-type: none"> Customers who access the service or related software
<p>Project Online Additional Terms: The Project Microsoft Office 365 requires the use of SharePoint Online Plan 2, which will be provisioned as part of the Project Microsoft Office 365. The Customer may use such Sharepoint Online Plan 2 service only in conjunction with the permitted used of Project Online, and only for the purpose of supporting the functionality of Project Online.</p>		
Project Pro for 365	<ul style="list-style-type: none"> Project Pro for 	<ul style="list-style-type: none"> Customer who

	<ul style="list-style-type: none"> Office 365 User SL, or Project Online with Project Pro for Office 365 User SL 	<ul style="list-style-type: none"> accesses the Microsoft Office 365 or related software
<p>SharePoint Online Plan 1</p> <p>Add-On SLs</p>	<ul style="list-style-type: none"> SharePoint Online Plan 1 User SL, or SharePoint Online Plan 2 User SL, or Office 365 Plan E1 User SL, or Office 365 Plan E2 User SL, or Office 365 Plan E3 User SL, or Office 365 Plan E4 User SL Sharepoint Online Extra Storage Ass-on SL 	<ul style="list-style-type: none"> Authenticated users who access the Microsoft Office 365 or related software. However, the Customer may not access Infopath, Excel, Access, Visio services. For each one gigabyte of storage in excess of storage provided with users SLs
<p>SharePoint Online Plan 2</p> <p>Add-On SLs</p>	<ul style="list-style-type: none"> SharePoint Online Plan 2 User SL, or Office 365 Plan E3 User SL, or Office 365 Plan E4 User SL. Sharepoint Online Extra Storage Ass-on SL 	<ul style="list-style-type: none"> Authenticated users who access the Microsoft Office 365 or related software. For each one gigabyte of storage in excess of storage provided with users SLs
Visio Pro for Office 365	<ul style="list-style-type: none"> Visio Pro Office 365 User SL 	<ul style="list-style-type: none"> Users who access the Microsoft Office 365 or related software

Additional License Terms

- Installation and Use Rights.**
 - Each user whom the Customer assigns a User SL may activate the Licensed Software for local or remote use on up to five concurrent OSEs.
 - The licensed user may also use the software activated by another user under a different User SL.
 - The Customer may allow other users to remotely access the Licensed Software solely to provide support Microsoft Office 365 Services.

- **Microsoft Office 365 Service and Software Upgrade.** If O2 provides a major upgrade to software licensed under Customers User SLs for the Microsoft Office 365 Service, the Customer must install the upgrade on all devices using the Microsoft Office 365 Service to prevent an interruption of the Microsoft Office 365 Service.
- **Required Connection.** Each user to whom the Customer assigns a User SL must connect each device upon which they have installed the software to the Internet at least once every 45 days. If a user does not comply with this requirement, the functionality of the Licensed Software may be affected.
- **Subscription Validation.** Microsoft may automatically check the version of any version of software installed by the Customers users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. The Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx. **By using the software, the Customer consents to the transmission of the information described in this section.**
- **Media Elements and Templates.** Media images, clip art, animations, sounds, music, video clips, templates and other forms of content are "media elements". The Customer may have access to media elements provided with the software or as part of a related service. The Customer may copy and use those media elements in projects and documents. The Customer may not:
 - sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements;
 - grant the Customer's customers rights to further license or distribute the media elements;
 - license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with the Customer's product, entity or activity; or
 - create obscene or scandalous works using the media elements.
 - For more information, go to www.microsoft.com/permission
- **Font Components.** The Customer may use the fonts installed by the software or as part of a related Microsoft office 365 Service to display and print content. The Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

37 NOTICES

Bing Maps

The software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customers use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

Notice of Automatic Updates To Previous version Of SQL Server

If the software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will

automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions the Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

Notice Of Data Transfer

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. The Customer will not always receive a separate notice when a feature connects. In some cases, the Customer may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as the Customer's Internet protocol address, the type of operating system, browser and name and version of the software the Customer is using, and the language code of the device where the Customer installed the software.

Use of Information

Microsoft does not use the information to identify or contact the Customer. Microsoft uses this information to make services available to the Customer when the Customer uses the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve software and services. Microsoft may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

By using these software features, the Customer consents to the transmission of computer information, such as the Customer Internet protocol address, the type of operating system, browser and name and version of the software the Customer is using, and the language code of the device where the Customer runs the software

NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution

of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

Potentially Unwanted Software (Notice I)

If turned on, Windows Defender will search the Customer's computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask the Customer if it wants to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless the Customer changes the default setting. Removing or disabling potentially unwanted software may result in other software on the Customer's computer ceasing to work or the Customer breaching a license to use other software on the Customer's computer.

By using this software, it is possible that the Customer will also remove or disable software that is not potentially unwanted software.

Potentially Unwanted Software (Notice II)

The software will search the Customer computers for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The software will only remove or disable low to medium severity Potentially Unwanted Software if the Customer agrees. Removing or disabling this Potentially Unwanted Software may cause other software to stop working, and it may cause the Customer to breach a license to use other software, if the other software installed this Potentially Unwanted Software on the Customer computer as a condition of the Customer's use of the other software. The Customer should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software.

By using the software, it is possible that the Customer or the system will also remove or disable software that is not Potentially Unwanted Software.

Recording Notice

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. The Customer agrees to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Microsoft Office 365 and/or the recording feature(s).

APPENDIX 2
Service Levels

Support will be provided and managed by O2 and any service issues will be prioritised in accordance with table below. These Service Levels are non-binding and represent O2s operational procedures from time to time.

Severity	Initial Response	On-going Communication Goal
Severity 1 Catastrophic	15 minutes	Update the customer every 2 hours
Severity A Critical	1 Hour	Update the customer every 2 hours
Severity B Urgent	2 Hours	Update the customer daily
Severity C Important	4 Hours	Update the customer every 3 days
Severity D Advisory	N/A	As Agreed.
Provision & Activate	48 Hours from a completed order	Welcome Email

Severity	Definition
Severity 1 Catastrophic	Service, System, Network, Server or Critical application down catastrophically impacting production
Severity A Critical	High impact problem in which service, production, operations or development deadlines are severely impacted, or, where there will be a severe impact on production.
Severity B Urgent	Significant problem where the service is functioning but in an impaired manner
Severity C Important	Important issue but does not have significant current service and/or productivity impact for the customer
Severity D Advisory	Used for DCR, feature requests and research activities etc
Provision and Activate Assistance	Provide assistance to provision, activate and setup an Office 365 account.