

## OFFICE 365 MANAGED SERVICES SCHEDULE

### 1. DEFINITIONS

- 1.1. For the purposes of this Services Schedule, the following definitions shall operate in addition to and supplementary to those contained in the MSA, and ought to be read as if specifically incorporated therein:
  - 1.1.1. "**Basic Management**" means, and shall be limited to, creating users and groups on Office 365, resetting passwords and changing email addresses;
  - 1.1.2. "**Licenses**" means the Office 365 licenses as made available and granted by Microsoft, through the Service Provider as reseller;
  - 1.1.3. "**MSA**" means the Master Services Agreement which is entered into by and between the Parties simultaneously herewith;
  - 1.1.4. "**Proposal**" means the proposal to which this Services Schedule is annexed or to which the Proposal otherwise makes reference to, and which sets out, among other things, the exact nature of the Services required to be rendered, coupled with the cost in respect thereof;
  - 1.1.5. "**Services**" means the provision of the Services as set out more fully in clause 10 below, the specific products and components of which, and if any, are recorded in the Proposal; and
  - 1.1.6. "**Services Schedule**" means this document, which may be one of a series of Services Schedules, which is annexed to the Proposal.

- 1.2. In addition to the foregoing, terms which are capitalised herein, but which have not been defined in clause 1.1 above, shall bear the same meaning as in the MSA.
- 1.3. Capitalised terms defined herein, but which also appear in the MSA, shall bear the meaning as defined herein.

## **2. INTRODUCTION**

- 2.1. This Services Schedule is to be read with, and is subject to, the provisions of the MSA, and the Proposal to which this Services Schedule is annexed. The Services Schedule is designed to define the Services to be rendered to the Client by Service Provider.
- 2.2. This Services Schedule is the basis on which the Service Provider will perform the Services to the Client.
- 2.3. This Services Schedule may be coupled with any number of other Services Schedules as required for all Services to be rendered to the Client.

## **3. NATURE OF THE SERVICE**

- 3.1. The Services comprising this Services Schedule include the provision of access to and licensing of Microsoft Office 365.

## **4. MICROSOFT CLOUD SERVICES AGREEMENT**

- 4.1. In order for the Services to commence and Office 365 Licenses to be provisioned, the Client will be required to sign and agree to the Microsoft Cloud Services Agreement.

- 4.2. Further thereto, in order for continued provision of the Licenses, Clients will be required to sign and agree to any amended versions of the Microsoft Cloud Services Agreement.

## **5. SYSTEM REQUIREMENTS**

- 5.1. In order for the Services to rendered effectively, Microsoft requires that the Client run a supported operating system. The list of supported operating systems shall be made available to the Client on request.

## **6. UTILISATION OF A CLIENT'S OWN MICROSOFT OFFICE SYSTEM**

- 6.1. Should the Client prefer to use their own Microsoft Office System, the Client will need to ensure that their version is one that is supported for Office 365. The current supported list may be found here: <https://products.office.com/en-za/office-resources>.

## **7. PAYMENT OF LICENSE FEES**

- 7.1. License fees shall be billed and paid for in advance on the 1<sup>st</sup> day of each calendar month.

## **8. ADDING AND REMOVAL OF LICENSES**

- 8.1. Although the duration of the Services Schedule shall be for the Term as defined in the MSA, the Client may add or remove Licenses numbers during the month.
- 8.2. Any new Licenses added during the course of a month shall be charged at for the full month by the Service Provider in advance.
- 8.3. Any new licenses added to an existing annual subscription shall endure for the remainder of the annual subscription.

- 8.4. Licenses may only be removed at the end of the subscription period. That is month end for monthly licenses and at the end of the annual subscription for annual licenses. Licenses cannot be removed during the subscription period.
- 8.5. New License numbers shall not necessitate the signing or agreeing to any new Services Schedules, unless as otherwise required to by the Service Provider or Microsoft.

## **9. EXCHANGE RATE FLUCTUATIONS**

- 9.1. Pricing of the Licenses, although charged to the Client in South Africa Rands, are dependent and calculated on the United States Dollars, and charged by Microsoft in United States Dollars.
- 9.2. As such, License fees each month may fluctuate depending on the above referred exchange rate.

## **10. FEATURES AND SERVICES COMPRISING THE LICENSE**

- 10.1. Microsoft may adjust the features and services it offers from time to time and which comprise the License. In this regard, the Client acknowledges that the Service Provider does not have any control over this, and shall endeavour to communicate any such changes to the Client as soon as the Service Provider is made aware of them.
- 10.2. The Services herein shall only comprise the License cost and Basic Management and does not include, inter alia, the following:
  - 10.2.1. any project based work such as deploying OneDrive and/or migrating user data to OneDrive;
  - 10.2.2. any migrations to SharePoint and/or any development work; or

10.2.3. any initial migrations from another platform to Office 365.

10.3. The Services include a once a year security audit and report conducted by the Service Provider based on the best practices of Microsoft. This report is shared with the Client with recommendations and any remedial work required thereon and which is agreed to by and between the Parties is carried out. If such remedial work is deemed extensive in the sole discretion of the Service Provider this will be deemed a project and costed accordingly and separate to this Services Schedule.

## **11. MULTI FACTOR AUTHENTICATION**

11.1. The Service Provider strongly recommends that the Client implement multi factor authentication (MFA) when logging into Office 365. This will provide an additional layer of security so that should a password be compromised the bad actor still cannot gain access.

11.2. Should the Client fail to implement MFA, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of their failure to install MFA.

## **12. NO BACKUPS ARE CONDUCTED**

12.1. Neither Microsoft nor the Service Provider conduct any backups of any data within Office 365. The retention of this data is the responsibility of the Client.

12.2. As such, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of their failure to backup any data referred to in clause 12.1 above.

### **13. INDEMNITY IN INSTANCES OF HACKING OR BREACHES**

- 13.1. The Service Provider unfortunately cannot and does not provide any guarantees that the Client's Office 365 tenant will not be hacked or breached.
- 13.2. As such, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of the afore referred hacking and/or breaches.
- 13.3. The Service Provider may provide the afore referred backup services, but only should the Client elect to sign up for the appropriate managed backup service.