

Online Services Terms and Conditions

These terms are supplemental to Connexions (Group) Limited General Terms and Conditions and apply to Microsoft Online Services as defined below. Your agreement with Connexions (Group) Limited in respect of Microsoft online services consists of the term and conditions below, the applicable Order Form ("the Order") and the Connexions (Group) Limited General Terms and Conditions ("General Terms and Conditions agreement") (together "the Agreement").

In the event of conflict between these terms and conditions, the Order, and the General Terms and Conditions then the following order of precedence shall apply:

1. the Order;
2. these terms and conditions; and
3. the General Terms and Conditions

1. DEFINITIONS

"Customer Data" means all data, including all text, sound, video or image files, and software that are provided to us or Microsoft through use of the Online Service.

"Microsoft" means Microsoft Ireland Operations Limited.

"Microsoft Cloud Agreement" means the Microsoft Cloud Agreement as published at www.connexionsgroup.co.uk/terms-and-conditions together with the Microsoft Online Service Terms and Microsoft SLA.

"Microsoft Online Service Terms" means the terms that apply to your use of the Products. These include terms governing your use of the Products.

"Microsoft SLA" means the commitments which Microsoft makes regarding delivery and/or performance of the Online Services.

"Online Services" means any of the Microsoft hosted online services which you have subscribed to under this Agreement, including but not limited to

Microsoft Dynamics, Online Services and Office 365 Services.

"Previews" means preview, beta or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means any Online Service (including any Software).

"Software" means software we provide for installation on your device as part of your Subscription or to use the Online Service.

"Subscription" means an enrolment for Online Services as provided under this Agreement.

"Minimum Term" means 24 months or as otherwise stated in the Order or Proposal (as applicable).

2. RELATIONSHIP WITH MICROSOFT

2.1 We are authorised under a Microsoft Cloud Reseller Agreement to licence and grant the right to use the Products

2.2 Our relationship with Microsoft is that of a reseller, and we are therefore independent contractors.

2.3 Our ability to grant you the right to use the Products is subject to your acceptance of the Microsoft Cloud

Agreement. By entering into this Agreement you are confirming that you have read, understood and agree to the terms of the Microsoft Cloud Agreement.

- 2.4 You acknowledge and accept that we are the administrator for the purposes of the Subscription.

3. PRODUCTS

- 3.1 We agree to grant you the right to use the Products which are detailed in the Order in accordance with the terms of this Agreement.
- 3.2 All licenses provided pursuant to this Agreement are non-exclusive, non-sub licensable and may only be used in connection with your own internal business purposes.
- 3.3 You may not reverse engineer, decompile, disassemble, or work around technical limitation in the Product, except to the extent permitted by law.
- 3.4 You must not disable, circumvent any billing mechanism that meters your use of the Products. You may not rent, lease, lend, resell, transfer or host the Product, or any portion thereof, to or for third parties except as expressly permitted in the Microsoft Online Service Terms.
- 3.5 You further accept that all licenses are subject to any further restrictions imposed pursuant to the terms of the Microsoft Cloud Agreement.

4. PRICING AND PAYMENT

- 4.1 The prices for each Product are as detailed in the Order.
- 4.2 We reserve the right to vary the prices in respect of any Pay as You Go Product at any time upon giving you at least 7 days' notice.
- 4.3 We reserve the right to vary the prices in respect of any Subscription upon expiry

of its term, being 12 months from the date of the Order Form.

- 4.4 Invoices will be raised:

- 4.4.1 for Pay As You Go Products monthly and in relation to your actual usage in the preceding month based on the applicable charges from time to time; and
- 4.4.2 for Subscription Products monthly and in advance and for the applicable Subscription price from time to time.

- 4.5 All invoices are payable within 30 days of receipt.

5. SERVICE LEVEL

- 5.1 We will provide the Products in accordance with the terms of this Agreement and the Microsoft Cloud Agreement. We do not guarantee that the Products will be continuously available or free from service failures.
- 5.2 The Microsoft SLA makes certain commitments as to the Products. In the event of a service failure, you are entitled to lodge a claim with us pursuant to the Microsoft SLA.
- 5.3 In accordance with the Microsoft SLA we will escalate your claim to Microsoft for validation. Should Microsoft accept your claim we will notify you and any credit issued by Microsoft will be provided to you.
- 5.4 In the event that Microsoft does not accept your claim pursuant to the Microsoft SLA, we may at our sole discretion provide you with a service credit.
- 5.5 Our liability to pay you service credits as detailed at this clause 5 shall be your sole remedy for service failures.
- 5.6 You acknowledge and accept that the Previews are not subject to the terms of

Microsoft's SLA with regard to the applicable service levels. Further, we are not obliged to provide support services in respect of any Preview.

6. SUPPORT

- 6.1 We will provide you with support services which include but are not limited to account set-up, sign up, accounts and billing, service and software updates, client connectivity and desktop, performance and service issues within our span of control.
- 6.2 For the avoidance of doubt, we will not provide support services in relation to any customisation or configuration of the Products under this Agreement.
- 6.3 You can find details of our support service availability and contact information on our website at www.connexionsgroup.co.uk
- 6.4 You acknowledge that where an undocumented scenario arises it may be necessary for us to escalate an issue to Microsoft for resolution.
- 6.5 Notwithstanding the provisions of the Agreement, and with the knowledge that reasonable efforts will be made to diagnose and resolve faults that occur, we make no warranties that the support services will be successful in resolving all issues that arise.
- 6.6 We accept no responsibility or liability for hardware problems or software applications identified in the Order where they have been subject to improper use, neglect, or any modification by you.

7. CANCELLATION

- 7.1 Following cancellation of a Product or termination of the Agreement by, you have a period of 90 days in which to migrate any Customer Data. However, where your Online Services are suspended by us and subsequently

terminated, you agree that we may delete your Customer Data immediately.

- 7.2 Under no circumstances will we be liable for any loss of or damage to Customer Data. You accept the responsibility for backing up Customer Data and shall ensure that your processes in this respect are adequate.

8. WARRANTIES AND REPRESENTATIONS

- 8.1 You acknowledge and accept that the only warranties provided to you in respect of the Products are those which are stated within the Microsoft Cloud Agreement at clauses 5.1 which are limited pursuant to clause 5.2.
- 8.2 Other than those warranties referred to at clause 8.1 above, we provide no warranties whether express, implied, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers apply except to the extent applicable law does not permit them.
- 8.3 You acknowledge and agree that your remedies in respect of any breach of warranty are limited to those detailed at clause 5.1 of the Microsoft Cloud Agreement.
- 8.4 In order to make a claim for breach of warranty, you must first lodge this with us to escalate to Microsoft for validation in accordance with Microsoft's SLA.

9. LIMITATION OF LIABILITY

- 9.1 The aggregate liability of each party for claims under the Agreement is limited to direct damages up to the amount paid under the Agreement for the Products during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Product exceed the amount paid for that Product during the Subscription.

9.2 You agree that we shall have no liability whatsoever in respect of the use of any Preview.

10. INTELLECTUAL PROPERTY

10.1 Except for your license to use the Products as expressly granted under the Agreement, you shall not acquire in any way, any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Products or in any copies of it and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.