

Silver Lining Convergence Limited

ADDITIONAL TERMS AND CONDITIONS FOR THE SUPPLY OF MICROSOFT OFFICE365 SERVICES

1 INTERPRETATION

- 1.1 In addition to those words and expressions defined in the General Conditions, the following additional definitions shall apply in these Microsoft Office365 Conditions:-

Microsoft Office365 Services: means Microsoft Online Licenses purchased by the supplier from Microsoft to provide to the Customer

Renewal Date: the date after which the Initial Service Term has elapsed

2 APPLICABILITY OF THESE MICROSOFT OFFICE365 CONDITIONS

- 2.1 In addition to the General Conditions, the following shall apply to the provision of Microsoft Office365 Services and Ancillary Services by the Supplier pursuant to any Order and shall form part of the Contract:-
- 2.1.1 these Microsoft Office365 Conditions;
- 2.1.2 the Acceptable Use Policy;
- 2.1.3 any applicable SLA referred to in the Order or in any applicable MSA

3 SUPPLY OF SERVICES – GENERAL

- 3.1 The Supplier shall supply the Services in accordance with the Contract
- 3.2 The Supplier will use reasonable efforts to procure that its employees and sub-contractors will have due regard to the Customer's reasonable requirements with regard to health and safety if carrying out works at the customer site.
- 3.3 The Supplier may give directions about the use of the Services to the Customer which the Supplier thinks are reasonably necessary in the interests of safety or the quality of the Services. The Customer shall comply with all such directions.
- 3.4 The Supplier may upgrade Customers to a different level of service or system capacity if, in the Supplier's opinion, existing Services become inappropriate or insufficient to meet the Customer's requirements, usage pattern or needs. The Supplier will consult the Customer and if the Customer agrees to change the Services in accordance with the Supplier's recommendation, the Customer may be liable for higher Charges and costs associated with the upgrade and any cancellation fees associated with the terminated Services (which may include third party cancellation fees for which the Customer shall also be liable). If the Customer does not agree to the upgraded Services, the Supplier may terminate the existing Services upon 30 days' prior written notice to the Customer. If the Customer chooses not to upgrade and the Supplier allows the Customer to continue using the existing Services, any applicable service levels shall cease to apply. The Supplier reserves the right to pass on any third party costs associated with change to the Services.
- 3.5 The Supplier may temporarily suspend a Service because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security.

4 CUSTOMERS OBLIGATIONS

- 4.1 The Customer shall always ensure their usage of any Microsoft Office365 Services are in accordance with any End User License Conditions published by Microsoft.

5 PRICE

- 5.1 The price charged for the Microsoft Office365 Services can be changed at any time if the price charged by Microsoft to the Supplier changes. The Supplier will undertake best endeavors to provide 30 days notice of any such changes in price as long as they are notified the same by Microsoft.

6 RENEWAL

- 6.1 All Microsoft Office365 Services will be automatically renewed at

the Renewal Date for a Subsequent Service Term

- 6.2 In order to avoid this automatic renewal, the Customer must provide clear written notice of at least 30 days (but no more than 120 days) prior to the Renewal Date. In the event such notice has been provided the Supplier will cease all Services provided under this agreement at the Renewal Date.

7 TERMINATION OF SERVICES BY THE CUSTOMER

- 7.1 Upon termination of the contract for any reason, the Customer will be charged a Fee for any active Microsoft Office365 Services active pro-rated from the date of termination to the Renewal Date.

