

Microsoft 365 Service Schedule

Version Number 2.1

Microsoft 365 Service Schedule

1 Definitions

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

Term / expression	Meaning
"Activation Email"	means the email sent to the Customer by VMO2B which includes a Microsoft link to activate the Customer's Licence(s);
"Calling Plan"	means a Product which provides a voice calling functionality via the PSTN network, a phone number and a number of inclusive minutes which may be domestic only, or domestic and international;
"Customer Data"	means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, the Customer and its Affiliates through use of the Microsoft 365 Service;
"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 365 Service;
"Customer New Releases"	has the meaning given to it in paragraph 4.3 of this Service Schedule;
"Customer-perceptible Functionality"	has the meaning given to it in paragraph 4.3 of this Service Schedule;
"DAP link"	means Delegated Admin Privilege link sent to the Customer by VMO2B where the Customer has an existing Microsoft tenancy, which the Customer must activate in order for VMO2B to provide the Microsoft 365 Service;
"Day"	means, when referencing the delivery of Services, seven hours of work;
"Half Day"	means, when referencing the delivery of Services, three and a half hours of work;
"Licence"	means the licence required to use a Product;
"Microsoft"	means Microsoft Ireland Operations Limited;
"Microsoft Customer Agreement"	means the Microsoft terms of use for the Products as amended from time to time and available to view at https://www.microsoft.com/licensing/docs/customeragreement;
"Microsoft 365 Service"	means the Product , together with associated Premium Support, and any M365 Professional Services ordered by the Customer;
"M365 Professional Services"	means the following services which can be provided on a subscription or one-off purchase depending on the service and are further described in Appendix 2: o 'Office365 Email Migration' (or "O365 Email Migration"); o 'SharePoint Professional Service'; o 'Admin Tutorial' for the Product; o 'Consultation Service Days; o Professional Service Days'; and o Solution Architect'.

Term / expression	Meaning
"Overage"	means overage functionality to enable usage beyond any monthly usage allowance associated with a Product, for example a Calling Plan minutes allowance;
"Porting"	means the process of porting the Customer's existing phone number for use in conjunction with the Microsoft 365 Service;
"Premium Support"	means the day to day support for the Microsoft 365 Service provided to the Customer by VMO2B and as further described in Appendix 1 to this Service Schedule;
"Product"	means the Microsoft cloud-based service provided by VMO2B as a reseller and listed at https://www.microsoft.com/licensing/docs/view/Online-Services-products;
"Service Levels"	means the service levels for the Premium Support set out in Appendix 1 of this Service Schedule;
"Statement of Work" or "SOW" or "Project Proposal"	means the statement of work or project proposal referenced in the Commercial Schedule in respect of the M365 Professional Services required for a specific project, including the types of services, amount of sessions required and any technical requirements the Customer must comply with; and
"Subscription"	means the Microsoft subscription required in order to purchase Products for the Microsoft 365 Service. For the avoidance of doubt Subscription in the Microsoft Customer Agreement means Subscription for each individual Product.

2 Service Commencement Date

The Service Commencement Date for the Microsoft 365 Service shall be the date on which the Customer receives the Activation Email, or activates the DAP link, as applicable.

3 Service

3.1 The Microsoft 365 Service is a cloud-based service. It is comprised of

a) One or more of the Products; and

b) Premium Support; and

c) M365 Professional Services.

3.2 VMO2B is acting as the reseller of the Products, shall not be liable for (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) and shall have no obligations in respect of, the availability, functionality or content of the Products, the Microsoft Customer Agreement or the Activation Email which is owned and managed by Microsoft. Microsoft may update the content of the Products, the Microsoft Customer Agreement and the Activation Email from time to time. The Customer shall have the rights and remedies against Microsoft in respect of the Product as set out in the Microsoft Customer Agreement.

3.3 The terms of the Microsoft Customer Agreement shall apply to the Product and by agreeing to this Service Schedule the Customer shall be bound by and agrees to comply with the Microsoft Customer Agreement.

3.4 Any dial-in capability that may be provided as part of a Product is an addition to single-touch join options on computer, smartphone, and browser. Consumption rates are available from Microsoft and may be subject to a fair use policy. Where a Customer purchases a Calling Plan, any Overage in excess of the Calling Plan will be priced and charged by Microsoft, with all charges for Overage payable to Microsoft.

3.5 Charges for Calling Plans would not fall within any spend cap selected by the Customer, and VMO2B is not responsible for any Overage charges incurred under the Microsoft 365 Service.

3.6 The terms of this Service Schedule shall apply to the provision of Premium Support and M365 Professional Services, which may be provided by VMO2B if specified in the Commercial Schedule.

3.7 The specification of the Microsoft 365 Service being purchased by the Customer is set out in the Commercial Schedule.

3.8 Upon receipt and acceptance of a valid order, VMO2B will use reasonable endeavours to provision the Microsoft 365 Service, in accordance with the terms of the Microsoft Customer Agreement and the Agreement, including the Service Levels set out in Appendix 1 to this Service Schedule.

3.9 VMO2B does not guarantee that all Products listed in the Microsoft Customer Agreement will be available to the Customer. VMO2B will advise the Customer on Product availability upon request.

3.10 By default, all Licences exclude Overage functionality.

3.11 Where required, Porting is provided directly by Microsoft and the Customer must submit any Porting request via email to PTNEU@microsoft.com. VMO2B is not responsible for Microsoft's acceptance of the Porting request or the timescales in which any Porting request is completed.

4 Service Standards

4.1 There are minimum system requirements for the use of the Products. The minimum system requirements can be found at https://www.microsoft.com/en-gb/microsoft-365/microsoft-365-and-office-resources?ms.officeurl=systemrequirements&rtc=1. The Customer accepts that if the minimum system requirements are not met the Products may not work as expected, or at all, and in either event VMO2B shall have no liability to the Customer.

4.2 The Customer acknowledges and agrees that Microsoft or VMO2B, at their discretion, may modify a Product, cease sales of any 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 may add new features or functionality to, or remove existing features of functionality from, a Product. In any such event, VMO2B shall have no liability to the Customer.

4.3 VMO2B will provide the Customer as much notice as reasonably practicable prior to Microsoft releasing a new or modified version of a Product that significantly changes existing Customer-perceptibility functionality (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, VMO2B will provide information the Customer reasonably requests in relation to the Customer New Release, such as its specification and benefits.

4.4 In the case of a new release of a Product enabled by an incompatible change (a change arising within the Microsoft 365 Service that prevents continuity of an existing Product), VMO2B reserves the right to migrate the Customer to such new releases at any time on or after the release date without further notice to the Customer.

4.5 Subject to the notice requirements in paragraph 4.3 for Customer New Releases, VMO2B 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 Microsoft is required by regulatory agency, order, or law to make a change to a Product, such changed Product may be released immediately and without notice to the Customer, even if such change may otherwise be characterised as a Customer New Release.

5 Customer Obligations

5.1 VMO2B will provision the Microsoft 365 Service based on information provided by the Customer. The Customer will be responsible for any information submitted by or on its behalf in connection with any order for the Microsoft 365 Service.

5.2 It is the Customer's responsibility to activate the Product via the Activation Email. The Customer shall be liable for the Charges regardless of whether the Products are activated.

5.3 The Customer is responsible for provisioning the Customer Hardware from which the Microsoft 365 Services will be accessed and used.

5.4 VMO2B shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss, damage, liability, cost or expense incurred by the Customer whether directly or indirectly in the provisioning of the Microsoft 365 Service, including but not limited to any delays in porting requests which may occur as a consequence.

5.5 The Customer is solely responsible for ensuring IT security and compliance when installing and using any Product or receiving Premium Support.

5.6 In the event that the Customer becomes aware of (i) any unlawful access to Customer Data; or (ii) actual loss of or suspected threats to the security of Customer Data; or (iii) unauthorised access to the Products, the Customer shall promptly notify VMO2B and provide such reasonable assistance and information as VMO2B may require to investigate the incident.

5.7 The Customer authorises VMO2B to share the following information with Microsoft for the purpose of providing the Microsoft 365 Service:

a) Customer business name and address details;
b) Customer email address(es) for delivery of the Activation Email;
c) Licence type, volume, term;
d) existing Subscription details (if applicable); and
e) any other reasonable information as may be required by Microsoft to allow VMO2B to provide the Microsoft 365 Service.

6 Additional Charges

In addition to any Charges for the Microsoft 365 Service, the Customer may incur charges incidental to using the Microsoft 365 Service. For example, charges for internet access, data roaming, and other data transmission charges may be incurred under any other relevant agreement the Customer may have for provision of those services.

7 Term and termination

7.1 The Customer will continue to be charged the monthly Rental Charges for Licences and Charges for Premium Support until the Customer cancels the applicable Licence and/or Premium Support, or cancels the Subscription to the Microsoft 365 Service in accordance with paragraph 7.2.

7.2 Notwithstanding clause 14.1 of the General Conditions, the Customer may terminate the Microsoft 365 Service by providing to VMO2B 60 days' written notice and paying any applicable Termination Fees, or 30 days' written notice following expiry of the applicable Minimum Period In addition to any applicable Termination Fees, the Customer will be charged the monthly Licence Rental Charges and Premium Support Charges during the notice period, and the outstanding balance for any M365 Professional Services.

7.3 The Customer's right to use a Licence will cease immediately upon cancellation of: (i) the Licence; or (ii) the associated Subscription. Where the Customer cancels all Licences the Customer's Subscription will be cancelled.

Suspension

7.4 VMO2B may suspend or terminate a Customer's Subscription for legal or regulatory reasons or as otherwise permitted under the Agreement. The Customer will continue to accrue Rental Charges for Licences and Charges for Premium Support during any period of suspension.

8 Warranties and representations

8.1 VMO2B shall not be deemed to have made, be bound by or be liable for, any representation, warranty or promise made in respect of the Microsoft 365 Service other than as set out in this Agreement.

8.2 The Customer shall be fully and solely responsible for satisfying itself that the Microsoft 365 Service is fit for the Customer's purpose and neither VMO2B nor Microsoft provide any representations or warranties in this regard.

9 Intellectual property

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 365 Service and that such activities do not infringe the Intellectual Property Rights of any third party. The Customer agrees to indemnify and hold VMO2B and Microsoft harmless from and against any and all claims, costs, expenses, damages, liabilities and legal fees that VMO2B 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 paragraph 9.

10 General

10.1 The Customer agrees that while the provisions contained in this Service Schedule create enforceable legal rights and obligations between the Customer and VMO2B, 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 the Agreement.

10.2 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 the Agreement.

Appendix 1
Premium Support

Premium Support

1.1 VMO2B, and not Microsoft or Microsoft's Affiliates or suppliers, will provide the Customer with Premium Support.

1.2 Premium Support provides support to Customers for day-to-day queries which may arise from the use of the Products. Note that supporting services may incur a separate charge.

1.3 Premium Support shall be purchased together with each Licence for the duration of the Minimum Period of such Licence. Each Premium Support subscription is purchased per User.

1.4 Premium Support is available on a 24/7 basis and may be offered to the Customer via telephone, email or through remote connection.

1.5 Premium Support includes the following:

a) break-fix support where a Product is designed to work in a certain way and it is not functioning correctly;

b) sending welcome emails to a Customer's administrator or Users with links and attachments to resources that will assist them in the account activation process of the relevant Licence;

c) providing preliminary support and assistance to the Customer in relation to general queries and providing guidance on finding resources that enable the Customer to resolve their technical issues;

d) at VMO2B's discretion, providing preliminary support and assistance to the Customer in integrating Products with other applications and systems;

e) providing assistance and guidance to the Customer's administrator or Users with the management of their Licences and/or configuration of their Products; and

f) managing escalations to Microsoft in the event that the issue requires the intervention of Microsoft in order to be resolved.

1.6 The following are expressly excluded from Premium Support:

a) support of requests related to data deletion either due to Licence expiry or cancellation, data corruption or data deletion linked to a Customer or third party retention policy;

b) any services or support offerings that are sold separately by VMO2B as a one-off service;

c) backup or recovery of, or associated with, the Microsoft 365 Service;

d) designing and/or creating materials (document, presentations files, etc.);

e) resetting the Customer's administrator passwords;

f) support of issues related to Microsoft 'Active Directory', 'ADSF' or hybrid configurations of Microsoft 365;

g) any issue which requires the physical intervention of VMO2B or which relates solely to Customer Hardware;

h) custom software development or support for third party software or systems;

i) physical data centre related activities, such as implementation, testing and/or fixing of network equipment, servers, power units or cables;

j) support of add-ons, software or other technology not included in the Microsoft 365 Service; or

k) configuration of any Customer applications other than those purchased by the Customer from VMO2B as part of the Microsoft 365 Service.

Service Levels

2.1 VMO2B will use reasonable endeavours to deliver the Premium Support in accordance with the Service Levels below:

Issue Severity	Definition	Supported Hours	Initial Response	Target Update Frequency
Severity A-Critical	One or more Products aren't accessible or are unusable by the Customer. Service or implementation are severely affected, or there will be a severe impact on the usability of the Microsoft 365 Service. Multiple Users or Products are affected.	24/7/365	1 Hour	Every 2 Hours during Supported Hours
Severity B-Moderate	The Microsoft 365 Service is usable but in an impaired fashion. The situation has moderate business impact and can be dealt with during business hours. A single User, or Product is partially affected.	24/7/365	2 Hours	Each Working Day
Severity C-Minimal	Minimal business impact. The issue is important but does not have a significant current service or productivity impact for the Customer. A single User is experiencing partial disruption, but a workaround exists	24/7/365	4 Hours	Every 3 Working Days

3. Assumptions and Exclusions for Service Levels

3.1 VMO2B shall not be responsible for any failure to achieve the Service Levels if the failure was caused directly or indirectly, in whole or part, by:

a) the Customer's improper use of the Microsoft 365 Service or breach of the Agreement,

b) any unforeseen application of Applicable Law or customs dispositions;

c) any cause out of the reasonable control of VMO2B including, the performance and/or availability of local independent service providers used or employed by the Customer, or any network beyond the demarcation or control of VMO2B, or any third party services;

d) the Customer or a User's acts or omissions other than as required to comply with the Agreement;

e) incorrect configuration of, or failure of, the Customer Hardware;

f) use of the Microsoft 365 Service other than in accordance with any user guide or the reasonable instructions of VMO2B.

3.2 VMO2B shall have no liability to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) where it is unable to provide the Premium Support due to the Customer's unlicensed, outdated or unsupported Customer Hardware.

Appendix 2
M365 Professional Services

1 M365 Professional Services

The M365 Professional Services are offered to support the implementation and use of Product. The M365 Professional Services include a range of services involving qualification, design, set up, and migration.

2 Access and use

2.1 In order to receive the M365 Professional Services, the Customer must have separately purchased the Products to which the M365 Professional Service relates.

2.2 The provision of M365 Professional Services is subject to the Customer's ongoing compliance with its obligations in the Agreement. VMO2B may suspend the M365 Professional Services without notice in the event the Customer does not comply with the Agreement and in such event, no Charges will be refunded.

2.3 The Customer shall comply with any reasonable instructions given from time to time by VMO2B concerning the M365 Professional Services.

2.4 Before attending any 'Admin Tutorial', the Customer will ensure that it has backed up all systems and performed any required maintenance prior to the performance of the M365 Professional Service. Such systems will include, without limitation: (a) servers; (b) networks; (c) storage; (d) power; (e) lighting; and (f) air-conditioning/heating.

3 Support

3.1 VMO2B will aim to contact the Customer within seven Working Days of the Commencement Date to organise the appointment and set expectations relating to the delivery of the one-off M365 Professional Services.

3.2 Where remote support, including investigation of technical issues and responding to queries, is required this will be provided on Working Days between 08:00 and 18:00.

4 Limitations

4.1 VMO2B will use reasonable skill and care in providing the M365 Professional Services.

4.2 Certain restrictions relating to unlicensed, outdated or unsupported platforms, hardware and technical support issues may hinder VMO2B's ability to support the Customer.

4.3 Any technical issue which relates solely to Customer Hardware will not fall within the scope of these M365 Professional Services.

4.4 M365 Professional Services do not include:

4.5 Consultancy services for third party systems or software (e.g. APS, Integrations);

4.6 Custom software development; or

4.7 Physical data centre related activities, such as implementation, testing and/or fixing of network equipment, servers, power units or cables.

4.8 VMO2B Business Gurus will use commercially reasonable efforts to resolve Customers' technical issues, however not all technical issues can be resolved by these technicians.

4.9 VMO2B does not warrant, and the Customer accepts that;

a) the M365 Professional Service will be error free or free of harmful components, interruptions or failures; or

b) the Customer's data will be secure or not otherwise lost or damaged; or

c) there will be no malfunctions or other errors in the VMO2B Professional Service caused by virus, infection, worm or similar malicious code not introduced or developed by VMO2B.

5 Microsoft 365 Professional Service options

The variants of the M365 Professional Services that the Customer orders will be specified in either the Commercial Schedule or the SOW. The following descriptions are provided for information purposes, and in the event of any conflict between the Service Schedule and the SOW, the SOW will take precedence.

Microsoft 365 Professional Services variant	Description
Office 365 Email Migration	This Service is provided only through a one-off migration assistance, it covers one Customer administrator training session and a managed migration of email mailbox data from a compatible source system into Microsoft 365 (as specified in the relevant SOW). Each migration project must include a minimum of four mailboxes. The managed migration of email mailbox data covers an information collection session that may be done live with an VMO2B Business Guru by phone or chat, or completed by the Customer directly using an online form (as determined in the SOW). Once the required information for the migration has been collected and validation of all requirements has been performed by VMO2B, the copy of the source data (data migration) to the Customer's Microsoft 365 account may begin. The actual data migration will occur at a time scheduled by VMO2B (as set out in the SOW), but its duration will vary based on the limitations of the source systems infrastructure, bandwidth, as well as other factors such as the Customer's response time when required to take certain actions to facilitate the migration. Some restrictions may apply to migrations from Google Mail, Lotus Notes, Groupwise and Zimbra as mail sources, these will be specified in the SOW. This Service includes: ○ Discovery of email accounts, aliases, distribution groups, public folders and shared mailboxes to verify migration plan with Customer's administrator prior to migrating; ○ Migration of data from supported source system to Microsoft 365 account; ○ DNS configurations to ensure email switchover to Microsoft 365; ○ Configuration of Microsoft 'Active Directory' service; ○ Outlook application setup; ○ Instructions to Customer on how to configure Customer Hardware; ○ Quality assurance and mail flow checks; ○ Post migration sweep of source mail server hourly for forty-height (48) hours; ○ providing a Customer point-of-contact communications throughout the migration project; and ○ Migration project coordination This Service excludes Microsoft 'Active Directory' synchronisation
Sharepoint Professional Service	This Service is provided only through a one-off migration assistance, it covers one Customer administrator training session and a managed migration of Customer data from a compatible source system to Microsoft Sharepoint (as set out in the relevant SOW). The managed migration of data to Sharepoint covers an information collection session that may be done live with a VMO2B Business Guru by phone or chat, or completed by the Customer directly using an online form (as specified in the SOW). Once the required information for the migration has been collected and validation of all requirements has been performed by VMO2B, the copy of the source data (data migration) to the Customer's Microsoft 365 Sharepoint account may begin. The actual data migration will occur at a time scheduled by VMO2B, but its duration will vary based on the limitations of the source systems infrastructure, bandwidth, as well as other factors such as the Customer's response time when required to take certain actions to facilitate the migration. Some restrictions may apply to migrations from certain data sources, these will be detailed in the SOW.

This Service includes:

- Assessing the source environment for potential issues and providing a report to the Customer for remediation;
- Discussing and implementing access and sharing policies for Microsoft 365 SharePoint and OneDrive;
- Discussing migration approach, timelines and User impact with Customer;
- Performing test migrations and facilitating access and user acceptance testing (the Customer is responsible for updating Users); and
- Finalising the migration to meet the deadline agreed with the Customer in the SOW.

Admin Tutorial

This Service is provided only through a single tutorial, and it includes one session with a VMO2B Business Guru for one Customer's User (with administrator rights) in relation to one Product.

The Service is a one-on-one tutorial session, during which the VMO2B Business Guru will show the Customer administrator how to activate, install and use the basic features of a Product.

An Admin Tutorial may include “leave behinds” with information on the use of application Product that the Customer can refer to or send to other Users. The Customer will have a chance to ask any questions he/she might have about the selected Product.

This Service includes:

- Assignment of administrator rights to the selected Product to specified User(s);
- Implementation of the selected Product to the Customer Hardware;
- Initiation of the automated deployment of the selected Product to additional Users;
- High level tutorial on the use of the selected Product, including answering any questions the Customer might have about the Product;
- Supported Microsoft 365 Applications include Outlook, Word, Excel, Powerpoint, OneNote, Access, Teams, One Drive.

The following services are excluded from the scope of Services:

- Backing up systems and maintenance prior to the performance of the Services;
- Consultancy for third party systems or software (e.g. APS, Integrations);
- Custom software development; or
- Physical data centre related activities, such as implementation, testing and/or fixing of network equipment, servers, power units or cables.

Solution Architect

This Service is provided on a project basis and grants access to an engineer, who will assist the Customer in scoping and designing a digital solution to meet the Customer's technical requirements. The number of Half Days and Days required to complete the project will be set out in the SOW.

This Service includes:

- Discussing and eliciting business and technical requirements from Customers;
- Turning these requirements into proposed technical solutions and services; and
- Enhancing and modifying the Customer's IT environment in accordance with the plan.

Consultation Dates

This Service is provided on a project basis and covers an in depth consultation with a VMO2B technical specialist about the Customer's technical requirements in order to scope out the M365 Professional Services required to meet the Customer's technical objectives.

The Consultation Day work is only prospective in nature and does not involve any actually IT work being undertaken by the VMO2B specialist.

The Consultation Days are charged on a Half Day or full Day basis.

Professional Service Days

This Service is provided on a project basis and covers technical services provided by VMO2B's technical specialist team to carry out the work set out in the SOW agreed between VMO2B and the Customer.

The Professional Service Days are charged on a Half Day or full Day basis.