

PRIVATE CLOUD SERVICES – SERVICE DESCRIPTION

Microsoft Office 365 Licenses

This document ("**Office 365 Service Description**") contains the terms governing the provision of the Microsoft Office 365 Licenses by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 ("**Interactive**") to the customer named in the CMS SOW that applies to this Office 365 Service Description ("**Customer**").

This Office 365 Service Description forms part of the Agreement, also containing the Private Cloud Terms (found at <https://www.interactive.com.au/terms-and-conditions>) and the Master Services Agreement.

1 Office 365 Licenses

- 1.1 Interactive will place an order for the Office 365 Licenses detailed in the CMS SOW, which will take effect from the Service Start Date and run for the Individual Term.
- 1.2 Interactive will provide the Customer with the administrative login credentials Microsoft provides (if any) for accessing the Office 365 Licenses, and log in details for the Customer to perform online service requests at the Interactive portal, which the Customer shall keep secure.
- 1.3 The Customer is responsible for all changes to the Office 365 Licenses that occur using the Interactive portal with the Customer's credentials.
- 1.4 The service levels applicable to the Office 365 Licenses are as set out in the Microsoft Cloud Agreement.
- 1.5 If the CMS SOW includes any of the following additional Services, the Services are provided for each Office 365 Licence:
 - (a) Design and consulting;
 - (b) Messaging on-boarding;
 - (c) Licence Only Support;
 - (d) Standard Support; or
 - (e) Premium Support.

2 Migration of Mailboxes

- 2.1 Item 2 only applies if the CMS SOW states Interactive will provide migration services for the Office 365 Licenses.
- 2.2 The Migration Fee set out the CMS SOW is payable by the Customer on the following milestones:
 - (a) 50% when Interactive starts the migration; and
 - (b) 50% when Interactive completes the migration.
- 2.3 Interactive will liaise with the Customer to develop a project schedule for migration of the Customer's mailboxes. Interactive will migrate the Customer's mailboxes in accordance with the project schedule.
- 2.4 The Customer shall give Interactive the information, assistance and access required by Interactive to perform the migration, which may include installing agents on the Customer's workstations.

3 General Terms

- 3.1 The provision of the licencing to the Customer is subject to its acceptance of the Microsoft Cloud Agreement and the Customer agrees to be bound and comply with it in all respects.
- 3.2 If Interactive provides Messaging On-boarding Services, Interactive has assumed the Customer requires on-boarding from a single point of origin into the Office 365 environment. If the Customer requires on-boarding to Exchange Online from multiple of points of origin, additional Service Fees will be payable.
- 3.3 The Customer shall ensure its Microsoft Active Directory and Domain are configured to be in a state capable of active synchronisation with Microsoft Office 365.
- 3.4 The Customer's liability to pay the monthly Service Fees for the Office 365 Licenses commences from the Service Start Date, even if migration services are included but not completed.
- 3.5 Microsoft allows the Customer 90 days to migrate its data to Microsoft directly or to another service after termination of the Office 365 Licenses.
- 3.6 To the extent required by law, the Customer shall notify the individual users of the Office 365 Licenses that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Interactive. The Customer shall obtain the users' consent to the same.
- 3.7 Interactive is not required to provide "how to" articles, FAQs, service and software updates or address the Customer's software configuration, performance issues, the Customer's desktop connectivity or service availability issues. These services may be available at an additional charge if agreed between the parties.
- 3.8 The Customer is responsible for the cancellation of its existing subscriptions or licenses that are or were provided by third parties.
- 3.9 Interactive may (acting reasonably) vary these Terms or Service Descriptions (as applicable) at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at www.interactive.com.au/terms-and-conditions or such other URL as may be used by Interactive and stated in the notice. The variation to the Terms or relevant Service Description will apply from the version date stated on that document, and by continuing to use the Services after that date, the Customer agrees to the varied Terms or Service Description.
- 3.10 If a variation is proposed in accordance with clause 3.9 that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including through the imposition of, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Service Agreement, the Service Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or Service Description (if possible) by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Terms or Service Description.

4 Term and Termination

- 4.1 **The Individual Term will be automatically renewed for successive terms of one month each at the end of the Individual Term and each Further Term (each such successive term is a "Further Term"), unless a party gives at least 30 days' notice to the other party before the end of the Individual Term or current Further Term that it does not wish the term to renew. The parties may agree to alternate extensions in writing.**

- 4.2 **The Customer may terminate the Office 365 Licenses at any time by providing Interactive with 30 days' written notice (the "Notice Period"). The Customer must continue to pay the monthly Service Fees during the Notice Period. If the Customer terminates the Office 365 Licenses in accordance with this clause before the end of the Individual Term, the Customer shall repay Interactive any discounts offered during the Individual Term for the Office 365 Licenses.**

5 Billing and Subscription

- 5.1 Assistance for billing and subscription management issues is available online or by telephone during Business Hours. The Customer may access billing and subscription management support by using the same phone number and online service request process as with technical support.
- 5.2 Some examples of billing and subscription management issues are:
- (a) Purchasing a subscription.
 - (b) Understanding the bill.
 - (c) Renewing a subscription.
 - (d) Adding or removing licenses.
 - (e) Cancelling a paid subscription.

6 On boarding

6.1 Design and Consulting

This clause applies if Interactive provides the Customer with Design and Consulting Services in connection with the Microsoft Office 365 licenses.

The Design and Consulting service assists the Customer with requirements gathering, solution design and "as built" documentation. Interactive and the Customer are each responsible for the items attributed to them in Table A.

Table A Design and Consulting

Task	Interactive	Customer
Provide User information		✓
Provide Network and Environment Information		✓
Create Service Design	✓	
Provide Service recommendations	✓	
Provide Security Requirements		✓

6.2 Messaging On-boarding Services (EOL SfB)

This clause applies if Interactive provides the Customer with Messaging On-boarding Services in connection with the Microsoft Office 365 licenses.

The Messaging On-Boarding Service assists the Customer by automating on-boarding to Microsoft Exchange Online. Unless otherwise agreed in writing between the parties, Interactive will migrate from one source environment only. Migration from more than one source environment is available for an additional fee. Interactive and the Customer are each responsible for the items attributed to them in Table B.

Table B Messaging On-boarding

Task	Interactive	Customer
Configure Tenancy	✓	
Configure Directory Sync	✓	
Configure Federation	✓	
Configure Licenses	✓	
Perform Test Migrations	✓	
Validate Test Migrations		✓
Configure DNS in Office 365	✓	
Configure External DNS Records	✓	
Perform Migrations	✓	
Configure Mail Clients post Migration	✓	
Configuration of on-prem Directory		✓

7 Support

- 7.1 Interactive will be the point of contact for all operational or technical support questions related to the Office 365 Licenses.
- 7.2 Interactive will provide the Customer with either Licence Only Support, Standard Support or Premium Support, as set out in the CMS SOW and for up to the hours set out in item 8.
- 7.3 If the Customer requires support for any items that are excluded from a level of support, the Customer must either work with its internal team or request Interactive provide support on a time and materials basis to resolve the issue. Additional support hours can be purchased from Interactive.
- 7.4 Table C sets out inclusions for the levels of support.

7.5 Licence Only Support

- (a) Interactive provides technical guidance for issues that are related to Office 365. Troubleshooting and guidance for issues that originate in the Customer's networks or related and connected third parties are not included in Licence Only Support.
- (b) Only the Customer's authorised Office 365 administrators may submit requests for support, due to the access required to resolve the issue. The Customer's administrator shall make support requests to Interactive by providing information about a specific issue with its Microsoft Office 365 service, accompanied by an error, which results in the loss or degradation of service.

Some examples of Office 365 issues that may be included in Licence Only Support are:

- (i) Provide technical guidance for Customer issues and escalations.
- (ii) Gather and validate information related to specific service requests.
- (iii) Provide issue coordination and resolution management.
- (iv) Maintain communication with the Customer administrators to help ensure that issues are addressed on an ongoing basis.
- (v) Escalation to Microsoft for Office 365 service issues.

7.6 Standard Support

- (a) Interactive troubleshoots issues that are related to Office 365. Issues that originate in the Customer's networks or related and connected third parties are not included in Standard Support.
- (b) Only the Customer's authorised Office 365 administrators may submit requests for support, due to the access required to resolve the issue. The Customer's administrator shall make any support requests to Interactive by providing information about a specific issue with its Microsoft Office 365 service, accompanied by an error, which results in the loss or degradation of service.

Some examples of Office 365 issues that may be included in Standard Support are:

- (i) Working with the Customer administrator to troubleshoot issues and escalations.
- (ii) Issues covered by Licence Only Support.

7.7 Premium Support

- (a) Interactive will provide a fully managed service for the Office 365 solution and Hybrid connections from on premise services. Premium Support excludes support for issues stemming from the actual operational function of the on premise application.
- (b) The Customer administrator or registered end users shall make any support requests to Interactive by providing information about a specific issue or any requested updates and changes to the service via a service request. Some examples of these issues can be:
 - (i) Troubleshoot Customer issues and escalations.
 - (ii) Gather and validate information related to specific service requests.
 - (iii) Provide issue coordination and resolution management.
 - (iv) Maintain communication with the administrators to help ensure that issues are addressed on an ongoing basis.
 - (v) Escalation to Microsoft for Office 365 service issues.
 - (vi) Cloud user account management (moves, adds, changes).
 - (vii) Security investigations.
 - (viii) Day to day administration and running of the Office 365 cloud service.

Table C Levels of Support

	License Only	Standard	Premium
Products Supported	Office 365 Cloud	Office 365 Cloud	Office 365 Cloud & Hybrid Connections
Billing Support	✓	✓	✓
Billing & Licensing Self Service	✓	✓	✓
Technical Account Manager	-	-	✓
Guided Technical Support	✓		
Technical Troubleshooting	-	✓	✓
Architecture and Configuration advice		✓	✓
Security Support and Response			✓
Service Management and Administration	-	-	✓
Service Moves, Adds and Changes	-	-	✓

8 Support Hours

8.1 Interactive will provide Support (Standard or Premium) for the amount of hours as set out in Table D:

Table D Support Hours

Users	Support – Hours per Year	
	Standard Support	Premium Support
0-99	NA	NA
100-199	16	32
200-299	32	64
300-399	48	80
400-499	64	96
500+	As set out in the CMS SOW	

8.2 The Support hours expire and renew each year on the anniversary date of the first date the Office 365 Licenses are provisioned. Unused hours do not accrue.

Support is included for Standard and Premium Support only, and only where the Customer has 100 or more licenses. If Interactive provides Licence Only Support, or less than 100 Microsoft Office 265 licenses, any support will be charged on a time and materials basis.

9 Definitions

9.1 The following definitions apply to this Service Description:

Microsoft Cloud Agreement means the Customer Agreement with Microsoft as published at <https://docs.microsoft.com/en-us/partner-center/agreements> (or such other URL as implemented by Microsoft from time to time), including all relevant linked documents. The Microsoft Cloud Agreement may be updated by Microsoft from time to time and applies as updated.

Office 365 Licenses means the licenses for Microsoft Office 365 software, the quantity of which is set out in the CMS SOW.