

# TERMS AND CONDITIONS

## FOR MICROSOFT 365 GOVERNING ACCESS, INSTALLATION AND USE OF MICROSOFT 365

### 1. Use of the Products.

- a. **General.** Customer acknowledges that Microsoft 365 is a Microsoft platform and hence, Customer is bound to comply with Microsoft's terms of use as published in its website, in addition to the terms and conditions stipulated herein. Minimum system requirement is the latest version of Internet Explorer, Firefox, Chrome and Safari.
- b. **License.** Customer is granted a non-exclusive, non-transferable, worldwide and limited right to access, install and use Microsoft 365. These rights are (a) non-perpetual unless explicitly stated otherwise and (b) conditional on Customer's continued compliance with Microsoft 365 Subscription Terms and Conditions, including full payment of the required fees. Cambridge Support reserves all rights not expressly granted to Customer, including any rights by implication or otherwise.
- c. **Privacy and Security.** Privacy and security statements are listed in the Online Services Use Rights found in the website of Microsoft.
- d. **Limitations on use.** Customer shall not reverse engineer, decompile or disassemble any Product. Customer shall not rent, lease, lend, resell, or host to or for third parties Microsoft 365. Customer shall not separate and use the components of Microsoft 365 on two or more computers, upgrade or downgrade components at different times, or transfer components separately.
- e. **Non-Microsoft software.**
  - i. Customer is solely responsible for any other software. Neither Cambridge Support nor Microsoft is a party to and bound by any terms governing Customer's use of any other software.
  - ii. Customer installs or use any other software with Microsoft 365, Customer directs and controls the installation in and use of such software.
  - iii. Customer shall not install or use any other software in any way that would subject Cambridge Support's and/or Microsoft's intellectual property or technology to obligations beyond those included herein.
- f. **Responsibility for Customer IDs and accounts.** Customer is responsible for protecting the confidentiality of its Microsoft 365 ID, password or other authentication credentials associated with Customer's use of Microsoft 365. In addition, Customer is responsible for its passwords, if any, and all activity with its Microsoft 365 account including that of users Customer provisions and dealings with third parties that take place through Customer's account or associated accounts. Customer must immediately inform Cambridge Support in writing about any possible misuse of its accounts or any security incident related to Microsoft 365.

### 2. Ordering, pricing, billing, and payment

Details of the ordering, billing and payment are set forth in Attachment A.

### 3. Term, suspension, and termination

- a. **Agreement term and termination.** Subscription has an initial term of one year from delivery of the license key unless terminated subject to the terms of this Section.
- b. **Pre-termination of a Subscription.** If Customer terminates the subscription during the initial term, Customer shall pay pre-termination charge equivalent to the Monthly Recurring Fee multiplied by the remaining months of the initial term.
- c. **Effect of termination or expiration on Client Software.** If a Subscription is terminated or expires, then Customer must delete all copies of Microsoft 365 licensed under this agreement and destroy any associated media. Cambridge Support may ask Customer to provide written certification of the deletion and destruction.

- d. As an effect of termination, all customer data will be deleted. It is customer's responsibility to create a back-up of its data.
- e. Subscriber is not allowed to perform any downgrade during the Lock Up Period.

4. **Confidentiality.**

Customer shall treat the design and performance of Microsoft 365 that are accessible to Customer only via password protected access and any documentation or materials made available to Customer as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. Neither party shall make any public statement concerning the terms or our business relationship as provided herein without the other party's prior written consent.

5. **Warranties.**

- a. **Agreement term and termination.** Subscription has an initial term of one year from delivery of the license key unless terminated subject to the terms of this Section.
  - i. Online Services will perform in accordance with the Service Level Agreement; and
  - ii. Client Software will perform substantially as described in the applicable Microsoft user documentation.
- b. **Limited warranty term.** The limited warranty for Microsoft 365 is one year from activation.
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
  - ii. this limited warranty does not cover problems caused by accident, abuse or use of Microsoft 365 in a manner inconsistent herewith or resulting from events beyond Cambridge Support's and/or Microsoft's reasonable control;
  - iii. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
  - iv. this limited warranty does not apply to free, trial, pre-release or beta Products.
- d. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, CAMBRIDGE SUPPORT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CAMBRIDGE SUPPORT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

6. **Limitation of liability.**

- a. **Limitation on liability.** To the extent permitted by applicable law, the liability of Cambridge Support arising under this agreement is limited to direct damages up to an amount equivalent to the subscription payment made by Customer. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, CAMBRIDGE SUPPORT SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.**

7. **Verifying compliance.**

During the Term of any Subscription and for three years thereafter, Customer shall keep all usual and proper records relating to the Subscription(s) and Customer's use Microsoft 365. Microsoft 365 licenses in use throughout Customer's entity, comparing the number of licenses in use to the number of licenses issued to and/or paid for by Customer. By requesting an audit, Cambridge Support does not waive its rights to enforce these terms and conditions. If verification or self-audit reveals any unlicensed use, Customer must

reimburse Cambridge Support for the costs incurred in undertaking the verification and acquire the necessary additional licenses at retail license cost within 30 days.

#### 8. **Client Software and Supplemental Software.**

- a. **Supplemental Software.** To enable optimal access and use of Microsoft 365, Customer may need to install Supplemental Software. Client may use Supplemental Software only to support Microsoft 365. Cambridge Support and/or Microsoft may recommend or download updates, with or without notice, to Customer's devices. Failure to install updates may affect Customer's ability to use certain functions of Microsoft 365. Customer must uninstall the Supplemental Software when its right to use it ends. Cambridge Support and/or Microsoft may also disable it at that time.
- b. **Copies.** Customer may make as many copies of Microsoft 365 as it needs to distribute them throughout its entity provided it has a valid license for each such copy. Copies of Microsoft 365 and Supplemental Software made by Customer must be complete copies (including copyright and trademark notices) and made from Microsoft-approved media or a network source
- c. **Transferring and assigning licenses.**
  - i. License transfers. License transfers are not permitted.
  - ii. Internal assignment of licenses. Licenses must be assigned to a single user.

#### 9. **Miscellaneous**

- a. **Notices.** Customer must send notices, authorizations, and requests in connection herewith via mail, express courier, or email only to authorized recipients declared by Cambridge Support.
- b. **Electronic notices.** Information about Microsoft 365 may be provided via email. Notice via email is given as of the transmission date. In addition, various service communications may be sent via email to account administrators identified by Customer and may be updated via the Portal.
- c. **Independent contractors.** Cambridge Support/ and Customer are independent contractors for all purposes. Customer does not have any agency, franchise or fiduciary relationship with Cambridge Support.
- d. **No third-party beneficiaries.** This agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this agreement.
- e. **Assignment.** Customer shall not assign this agreement. Cambridge Support, however, may assign this agreement to its Affiliates.
- f. **Severability.** If a court holds any provision(s) of this agreement to be illegal, invalid or unenforceable, the rest of this agreement will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- g. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- h. **Applicable law.** This agreement is governed by the laws of the Republic of the Philippines without regard to its conflict of laws principles.
- i. **Dispute resolution.** Any action to enforce this agreement must be brought in the court of competent jurisdiction in Taguig City, to the exclusion of all other venues.
- j. **Entire agreement.** This agreement constitutes the entire agreement concerning its subject matter and supersedes any prior or contemporaneous communications.
- k. **Survival.** Provisions regarding ownership and license rights, fees, Online Services Use Rights, restrictions on use, transfer of licenses, warranties, Cambridge Support and Customer's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section titled "Miscellaneous" will survive termination or expiration of this agreement.
- l. **No transfer of ownership.** There is no transfer of any ownership rights in Microsoft 365

- m. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to Customer's payment obligations under this agreement.

**10. Definitions.**

- a. "Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.
- b. "Customer Data" means all data, including all text, sound, software, or image files that you provided, or are provided on your behalf, to us through your use of the Online Services.
- c. "Online Services Use Rights" means the use rights for each Product published at <http://www.microsoft.com/licensing/onlineuserights> or at an alternate site that Microsoft may identify. The Online Services Use Rights include terms governing Customer's use of Microsoft 365 that are in addition to the terms in this agreement.
- d. "Portal" means the Microsoft Online Services Portal at <http://www.microsoft.com/online> or at an alternate website Microsoft may identify.
- e. "Subscription" means the temporary arrangement to pay for and receive use of a Microsoft 365 ordered.
- f. "Supplemental Software" means Microsoft software provided to Customer as part of Microsoft 365 and that may be used only with Microsoft 365 to enable certain functions.
- g. "Term" means the duration of a Subscription.

## ATTACHMENT A – SUBSCRIPTION, BILLING AND PAYMENT

1. A Customer who wishes to subscribe to Microsoft 365 through Cambridge Support shall accept Cambridge Support's terms and place an order via an email or signed proposal
2. Upon approval of the Customer's application, Cambridge Support shall activate the service for the Customer
3. Billing shall commence on the day of activation
4. Monthly Recurring Fee shall be billed in advance and made by the Customer on or before the due date by Direct Debit or bank payment until Direct Debit payment collection has been activated
5. All fees are exclusive of VAT
6. Upon approval of the Customer's application, the customer accepts that the billing will adjust in line with license usage, that license usage will be amended by Cambridge Support upon Customer approval. Customer approval to be recorded through either support requests to the helpdesk, or via new sales to the Customer.

## ATTACHMENT B – SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) sets forth the terms by which Cambridge Support shall provision technical support to the Customer in connection with Microsoft 365 Service.

### 1. Terms and Definitions

- a. **"Customer"** shall mean the Subscriber of the Microsoft 365 license
- b. **"Service Provider"** shall mean Cambridge Support Ltd in the delivery of the Services
- c. **"Service"** shall mean Microsoft 365 that will be provided to the Customer.
- d. **"Incident"** means any single event, or any set of events, that result in Downtime.
- e. **"Service Level"** means the performance metric (s) set forth in this SLA that Service Provider agrees to meet in the delivery of the Services, e.g., monthly availability
- f. **"Service Credit"** is the percentage of the Applicable Monthly Service Fees credited to the Customer following the Service Provider's claim approval.
- g. **"Applicable Monthly Service Fees"** means the total fees actually paid by Customer for a Service that are applied to the month in which a Service Credit is owed.

### 2. Description of Service

Microsoft 365 is a cloud-based service that provides a Microsoft Office experience online. It provides businesses with new tools to create professional content and securely connect and collaborate with colleagues in the workplace.

### 3. Service Level Commitment

Microsoft O365 Service will be operational and available to the Customer at least 99.90% of the time. The "Monthly Uptime Percentage" for a Service is calculated by the following formula:

Where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by the Incident.

- a. **User Minutes**  
The total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.
- b. **Downtime**  
This is a period during which the aspects of a Service specified in the following table are unavailable, excluding (1) Scheduled Downtime; and (2) unavailability of a Service due to limitations described in Section 7. Downtime is measured in the units set forth in Section 3.

Online Service	Qualifications of Downtime
Exchange Online	Any period of time when end users are unable to send or receive email with Outlook Web Access.
Exchange Online Protection	Any period of time when the network is not able to receive and process email messages.
Lync Online	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings <sup>1</sup> .
Office Online	Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint site for which they have appropriate permissions.
OneDrive for Business	Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.
SharePoint Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Yammer	Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

c. **Scheduled Downtime**

The periods of Downtime related to network, hardware, or Service maintenance or upgrades. Customer will be notified at least five (5) days prior to the commencement of such Downtime.

4. **Technical Support Service**

The Service Provider will provide the Customer access to telephone and email assistance, Monday to Friday 7:00am to 7:00pm excluding bank holidays. Support will be provided in English.

5. **Support Processes and Metrics**

a. **Support Metrics**

The Service Provider assigned a severity level to a case when it is opened, based on an assessment of the issue type and customer impact.

Severity	Description	Initial Response Time
Sev A (Critical)	One or more services aren't accessible or are unusable. Production, operations, or deployment deadlines are severely affected, or there will be a severe impact on production or profitability. Multiple users or services are affected.	Within 4 hours
Sev B (High)	The 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, customer, or service is partially affected.	Within 8 hours
Sev C (Medium)	The situation has 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 an acceptable workaround exists.	Anytime

"Initial Response Time" starts the moment the Service Provider's Support staff answered the phone and ends after he/she acknowledged and owned the escalated Incident and/or Service Request and provides the Customer a ticket number.

For Incident tickets escalated that will require a Customer IT Support, Initial Response Time ends the moment the ticket has been escalated to the Customer IT Support staff.

b. **Service Credits**

Customer will be eligible for the below Service Credit if the Monthly Uptime Percentage fails below 99.9% for any given month.

<b>Monthly Uptime Percentage</b>	<b>Service Credit Percentage</b>
< 99.90%	5%
< 99.00 %	10%
< 95.00%	25%

Service Provider will not modify the terms of the SLA during the initial term of the Customer's subscription; however, if Customer will renew the subscription, then the version of this SLA that is current at the time of renewal will apply for the renewal term.

**c. Service Credit Claim**

If Service Provider fails to meet the minimum Monthly Uptime Percentage describe above for a Service, Customer may submit a claim for a Service Credit. Customer must submit a claim to the Service Provider that includes:

- a. Detailed description of the incident.
- b. Information regarding the duration of the Downtime.
- c. Number and location(s) of affected user (if applicable).
- d. Descriptions of Customer attempts to resolved the incident at the time of occurrence.

Service Provider must receive the claim and all required information by the end of the calendar month following the month in which the incident occurred. For example, if the Incident occurred on 15<sup>th</sup> February, Service Provider must receive the claim and all required information by 31st March.

Service Provider will evaluate all information reasonably available and make a good judgment on whether a Service Credit is owed. Service Provider will use commercially reasonable efforts to process claims during the subsequent month and within ninety (90) days of receipt. Customer must be in compliance with the Agreement in order to be eligible for a Service Credit. If the Service Provider determined that a Service Credit is owed to the Customer, Service Provider will apply the Service Credit to the Customer's Applicable Monthly Service Fees.