

# SERVICE SCHEDULE – MICROSOFT CLOUD SERVICE

This Service Schedule sets out the Service Description and service levels that apply to the Microsoft Cloud Services.

## 1 TERMS OF USE

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- 1.1 You must comply and ensure each of your Users comply with the terms set out in this Service Schedule.
- 1.2 Except as otherwise permitted under the terms of this Service Schedule, you must not and must ensure each of your Users do not access or use the Microsoft Cloud Services after the corresponding User Licence terminates, is cancelled or expires.

### Amending the Terms of Use

- 1.3 We may update this Service Schedule at any time. Subject to any right you may have to cancel your subscription to the Microsoft Cloud Service, you agree to the new terms by continuing to use the Microsoft Cloud Services after we notify you of them.

### Microsoft and application of Microsoft Customer Agreement

- 1.4 A copy of your Microsoft Customer Agreement is available for you:
- (a) if you are located in Hong Kong, Indonesia, Malaysia, Philippines, Thailand or Singapore:  
[http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr\\_Asia\\_ExJPN,KOR,TAI\\_ENG\\_Sep20172\\_CR.pdf](http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_Asia_ExJPN,KOR,TAI_ENG_Sep20172_CR.pdf)
  - (b) if you are located in France, Germany or UK:  
[http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr\\_EMEA\\_EU-EFTA\\_ENG\\_Sep20172\\_CR.pdf](http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_ENG_Sep20172_CR.pdf)  
  
For local language versions, please refer to: <https://docs.microsoft.com/en-us/partner-center/agreements>
  - (c) (i) if you are located in US:  
[http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr\\_NA\\_ENG\\_Sep20172\\_CR.pdf](http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_NA_ENG_Sep20172_CR.pdf); and  
(ii) Microsoft Cloud for US Government:  
[http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017\\_NAOC\\_USGCC\\_ENG\\_Mar2018\\_CR.pdf](http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017_NAOC_USGCC_ENG_Mar2018_CR.pdf)
- 1.5 By placing an order with us for Microsoft Cloud Services, you accept the terms of the Microsoft Customer Agreement, as updated from time to time. For the avoidance of doubt, the Microsoft Customer Agreement regulates the relationship between you and Microsoft. You agree that acceptance of the terms of the Microsoft Customer Agreement is a condition of the use of the Microsoft Cloud Services.
- 1.6 You acknowledge that Microsoft Customer Agreement incorporates the Online Services Terms, the SLAs and the Offer Details for your Microsoft Cloud Services (as each term is defined in the Microsoft Customer Agreement).
- 1.7 If you choose to purchase Microsoft Cloud Services from us, we will be your Reseller (as that term is defined in your Microsoft Customer Agreement) in relation to those Microsoft Cloud Services.
- 1.8 You acknowledge and agree that Microsoft can refuse, in its discretion, to agree to make the Microsoft Cloud Services available to you. We have no control over, or liability in relation to, any such refusal.
- 1.9 Microsoft is responsible for provisioning the Microsoft Cloud Services based on the information that you provide to us. We will provide you with administrative log-in credentials for accessing your Microsoft Cloud Services that Microsoft provides to us.

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### 2 WHAT ARE THE SUPPORT SERVICES FOR MICROSOFT CLOUD SERVICES?

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- 2.1 Microsoft provides documentation and guides that are available online 24 hour a day for 365 days a year, to help troubleshoot common issues with Microsoft Cloud Services. Such service is available by clicking the following link <https://support.microsoft.com/en-us/office>
- 2.2 Should your issue not be resolved with the available online support services mentioned above in clause 2.1, you will need to forward an email to [gsd@team.telstra.com](mailto:gsd@team.telstra.com) for further assistance with your technical issues.

### 3 WHAT ARE THE SERVICE LEVELS FOR MICROSOFT CLOUD SERVICES?

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- 3.1 You can find the applicable service levels for the Services at: <https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-platform-service-description/service-level-agreement>

### 4 TERM

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- 4.1 You must subscribe to the relevant Microsoft Cloud Service on a casual (month to month) basis.
- 4.2 Unless you or we cancel your Microsoft Cloud Service subscription, your subscription will automatically renew on a monthly basis.
- 4.3 If you wish to terminate your subscription to any Microsoft Cloud Service, you may do so by providing us prior written notice at least 30 days in advance. Any request to terminate such subscription will only take effect at the start of your next Telstra billing cycle. We will not provide you with any pro-rated refunds due to the requested termination.
- 4.4 No early termination charges will apply in relation to a Microsoft Cloud Services (unless we specify otherwise).

### 5 CHARGES

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- 5.1 You agree that we will charge you on a monthly basis for all for your User Licences associated with the Microsoft Cloud Service.
- 5.2 The term options for any User Licence and any early termination charges will be contained in the applicable product specific terms set out below.
- 5.3 Subject to the limitations set out below, the monthly price payable by you for your Microsoft Cloud Services User Licences will be fixed at the applicable price set out at the Service Order Form at the time of your order for 12 months from:
- (a) the date of your first bill for those Microsoft Cloud Services User Licences; or
  - (b) any other date that we tell you,
- (the **Pricing Validity Period**).
- 5.4 You agree that:
- (a) each Pricing Validity Period only applies to the Microsoft Cloud Service User Licence type purchased by you at the time of your initial order for those User Licences (for example, if you purchase “Plan A” User Licences, the Pricing Validity Period does not apply to “Plan B” User Licences);
  - (b) if you increase your number of Microsoft Cloud Service User Licences under a current subscription, the price payable by you under your current Pricing Validity Period for that Microsoft Cloud Service User Licence type will apply (for example, if you purchased “Plan A” User Licences on 1 January and you then purchased additional “Plan A” User Licences on 1 June, the existing

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Pricing Validity Period will apply to those additional User Licences and any other additional licences purchased on or before 31 December); and

- (c) if you purchase a different Microsoft Cloud Service User Licence type, a separate Pricing Validity Period will apply (for example, if you purchase “Plan B” User Licences after purchasing “Plan A” User Licences, a new Pricing Validity Period will apply to your “Plan B” User Licences.

- 5.5 If you continue to use your Microsoft Cloud Service application at the end of the Pricing Validity Period, the monthly price payable by you for your Microsoft Cloud Service User Licences will be set out in the Service Order Form. The monthly price payable by you at this time will be fixed for a further 12 month Pricing Validity Period.

### 6 USER LICENCES

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#### Changing licence numbers

- 6.1 If you wish to decrease the number of User Licences under your subscription, you may do so by giving us prior written notice at least 30 days in advance. Any request to decrease license subscription numbers will only take effect at the start of the following Telstra billing start date. We will not provide you with any pro-rated refunds due to the decrease in the number of licenses. If you wish to increase the number of User Licences for your Microsoft Cloud Service subscription, you may do so by giving us prior written notice at least 30 days in advance. The additional User Licences will be included in your existing subscription and will be co-terminus with your existing User Licences. The additional User Licences will be charged at the price that is payable by you under your current Pricing Validity Period for that User Licence type.

*For example: On 13th January you purchase one new license subscription with one license for \$4/month. On 1st March, you increase the same license by one. The pro-rated amount payable by you for that additional license within that period is \$1.716, calculated as follows:*

*There are 28 days in the service period 13th February – 12th March.*

*This equates to the daily price = \$4(one license per month)/28(days) = \$0.143.*

*Pro-rated amount = days in service period x daily price x number of licenses*

*There are 12 days in the termination period between 1st March – 12th March.*

*Pro-rated amount = 12 x 0.143 x 1 = \$1.716(payloadable amount)*

#### Reallocation of User Licences

- 6.2 Your rights to reassign User Licences (if any) will be as stated in your Microsoft Customer Agreement or otherwise communicated to you by Microsoft.
- 6.3 If you are permitted to reassign a User Licence from one User to another, you must remove the software or block access from the former User's device.

### 7 USE OF MICROSOFT CLOUD SERVICES

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#### Availability of Microsoft Cloud Services

- 7.1 You acknowledge that availability of the Microsoft Cloud Services, some service functionality, and language versions varies by country.
- 7.2 Your Users may only use the Microsoft Cloud Services and the functionality of the Microsoft Cloud Services that is made available in the Territories. Links to information regarding availability are contained in the Online Service Terms that form part of your Microsoft Customer Agreement.

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### Responsibility for Your Accounts

- 7.3 Without limiting anything else in this Service Schedule, you are responsible for:
- (a) passwords for Users, if any;
  - (b) all activity with your Microsoft Cloud Service accounts, including that of Users; and
  - (c) dealings with third parties that take place through your Microsoft Cloud Service account or associated accounts.
- 7.4 You must keep and ensure each User keeps your accounts and all non-public authentication credentials associated with your accounts (for example, passwords) confidential.
- 7.5 You must notify us right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the Microsoft Cloud Service.

### Acceptable Use

- 7.6 Without limiting anything else in this Service Schedule, and in addition to any restrictions in your Microsoft Customer Agreement, you must not and must ensure each User does not:
- (a) use the Microsoft Cloud Service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction;
  - (b) use the Microsoft Cloud Service to try to gain unauthorised access to or disrupt any service, data, account or network by any means;
  - (c) use the Microsoft Cloud Service to violate the rights of others;
  - (d) authorise any third party to access or use the Microsoft Cloud Service on your behalf (other than your employees, contractors or other persons authorised by you to use the Microsoft Cloud Service in connection with your business, as contemplated under this Service Schedule or your Microsoft Customer Agreement);
  - (e) use any automated process or service to access or use the Microsoft Cloud Service such as a BOT, a spider or periodic caching of information stored by us or our suppliers;
  - (f) use the Microsoft Cloud Service to falsify any email header information (e.g. “spoofing”), send spam or distribute malware;
  - (g) use the Microsoft Cloud Service to make available any offering designed to violate these terms (e.g. enable sending of spam, enable denial of service attacks etc.);
  - (h) use the Microsoft Cloud Service in a way that could harm the Microsoft Cloud Service or impair anyone else's use of it; or
  - (i) remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Microsoft Cloud Service.
- 7.7 Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems.

### Technical Limitations

- 7.8 The Microsoft Cloud Services are provided subject to certain technical limitations which only allow you to use the Microsoft Cloud Services in certain ways. You must not work around any applicable technical limitation.

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- 7.9 You must comply (and must ensure that your Users comply) with all applicable technical limitations. For further information regarding the applicable technical limitations for each Microsoft Cloud Service, refer to your Microsoft Customer Agreement (and the Online Service Terms incorporated by the Microsoft Customer Agreement).

### No High Risk Use

- 7.10 You acknowledge that the Microsoft Cloud Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted.
- 7.11 We do not recommend that you or your Users use the Microsoft Cloud Service in any application or situation where the Microsoft Cloud Service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (**High Risk Use**).

### System requirements

- 7.12 You are responsible for having the platforms, systems, hardware and software for each User which is required for access to, and use of, the Microsoft Cloud Service as advised by Microsoft from time to time. You acknowledge that if you do not have such platforms, systems, hardware or software you and your Users may not be able to access or use the Microsoft Cloud Service. In such circumstances, you must still pay all fees and charges in relation to your subscription for the Microsoft Cloud Service.

### Updates

- 7.13 Microsoft may update or supplement the Microsoft Cloud Services licensed to you. You acknowledge and agree that we have no control of, and no liability in relation to, any such update or supplement, including where any such update or supplement would cause detriment to you.
- 7.14 If Microsoft modify the functionality or features of, or update, your Microsoft Cloud Service applications licensed to you as part of your Microsoft Cloud Service, you acknowledge that:
- (a) some previously available functionality or features may change or may no longer be available to you and your Users; and
  - (b) if you do not use the updated application or software, some or all features may not be available to you and your Users and the use of the application and software may be interrupted.
- 7.15 If Microsoft provides additional functionality for a Microsoft Cloud Service, additional licence terms and/or fees may apply. We will tell you beforehand if any additional terms or fees will apply to your ongoing use of a Microsoft Cloud Service.

### Territorial restriction

- 7.16 You acknowledge and agree that we are only permitted to supply User Licences to you if you are located in the Territories.

### No Commercial Resale

- 7.17 Without limiting anything else in this Service Schedule or your Microsoft Customer Agreement, you must not:
- (a) offer any Microsoft Cloud Service as a service bureau; or
  - (b) make any Microsoft Cloud Service available to third parties on a commercial basis.

## 8 SUSPENSION RIGHTS

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- 8.1 Without limiting any other right, we or Microsoft may have, we may suspend the supply of a Microsoft Cloud Service (in whole or in part) with or without notice:

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- (a) if you or a User uses the Microsoft Cloud Service in a way that we believe:
  - (i) is fraudulent;
  - (ii) poses a direct or indirect threat to our security or network capability, functionality or integrity or anyone else's use of the Microsoft Cloud Service; or
  - (iii) is illegal or likely to be found illegal;
- (b) in an emergency or if there are reasonable grounds to believe there is a threat or risk to the security of a Microsoft Cloud Service or integrity of our or our supplier's network;
- (c) if we reasonably believe it is necessary to prevent unauthorised access to any customer's data;
- (d) for Microsoft Cloud Service maintenance, if we reasonably believe it is necessary or desirable to do so to maintain or restore any part of the network;
- (e) if we reasonably believe it is necessary to comply with a legal requirement; or
- (f) if we reasonably believe that you have breached this Service Schedule.

### 8.2 If we suspend a Microsoft Cloud Service:

- (a) we will provide advance notice before suspending the Microsoft Cloud Service, except where we or Microsoft reasonably believe an immediate suspension is required. We will provide at least 30 days' notice before suspending a Microsoft Cloud Service for non-payment;
- (b) we will provide you with the reason for such suspension at your request;
- (c) you and your Users may not be able to access any data through that Microsoft Cloud Service during the suspension period;
- (d) the suspension will only apply to the minimum necessary portion of the Microsoft Cloud Service and will only be in effect for as long as is reasonably necessary to address the issues which gave rise to the suspension; and
- (e) we may cancel your Microsoft Cloud Service subscription and instruct Microsoft to delete your Customer Data without any retention period if you do not fully address the reasons for the suspension within 60 days after we suspend your online service.

### 8.3 Microsoft may disable your subscription including for legal or regulatory reasons and as set out in your Microsoft Customer Agreement. We have no control over, and no liability in relation to, any such disablement.

### 8.4 Without limiting anything else in this Service Schedule, if:

- (a) you cancel your subscription to a Microsoft Cloud Service in accordance with this Service Schedule; or
- (b) your subscription to a Microsoft Cloud Service is suspended (unless the suspension is at your request, for a material breach by the you, due to a system or network outage, or because we reasonably believe that you are a credit risk),

we will:

- (c) except for the first month of the subscription term, refund to you any unused portion of your total monthly fees and any other amount you have prepaid on account or in advance for Microsoft Cloud Service which have not been provided to you; and

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- (d) deduct from your refund any amounts that you owe to us, such as charges you incurred before the cancellation.

8.5 Without limiting anything else in this Service Schedule, if you cancel your subscription to a Microsoft Cloud Service at any time before the end of the first month of your subscription, you agree that we are not required to refund the monthly fees and any other amount that you have prepaid on account or in advance for the Microsoft Cloud Service for the first month.

### 9 INTELLECTUAL PROPERTY, CONTENT AND DATA

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#### Intellectual Property Rights

- 9.1 The rights granted under this Service Schedule do not give you or Users any right to use or exploit our patents or other Intellectual Property Rights in software or devices that access that device.
- 9.2 Without limiting anything else in this Service Schedule, all Intellectual Property Rights in documentation provided to you by us for training or education, or other information about the Microsoft Cloud Service are owned by us, Microsoft or our suppliers. You are granted no rights under such Intellectual Property Rights and must not copy such documentation unless permitted by this Service Schedule. Any person that has valid access to your computer or internal network may copy and use such documentation for your internal reference purposes.
- 9.3 Additional Intellectual Property Right restrictions may be contained in your Microsoft Customer Agreement.

#### Third party programs

- 9.4 The Microsoft Cloud Services may include third party programs. Additional terms may apply to your use of those third party programs which will be notified to you by us, our suppliers or through the Microsoft Cloud Services. You must comply with any such additional terms.
- 9.5 The Microsoft Cloud Services may also contain third party open source programs that Microsoft, not the third party, licenses to you under Microsoft's licence terms. Notices, if any, for the third party open source programs are included for your information only.

#### Use of Other Web Sites and Services

- 9.6 You and each User may need to use Microsoft or Microsoft-approved web sites and services to access and use the Microsoft Cloud Service. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office store or other Microsoft marketplace. The terms of use that come with those sites, applications or services (as applicable) will apply to your use of them.

#### Third Party Content and Services

- 9.7 To the extent permitted by law, we are not responsible for any third party content you or Users access directly or indirectly via the Microsoft Cloud Service.
- 9.8 You are responsible for your dealings and any dealings of Users with any third party (including advertisers) related to the Microsoft Cloud Service (including the delivery of and payment for goods and services).

#### Non-Microsoft Products

- 9.9 Your use of any Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product.
- 9.10 You understand that neither we nor Microsoft assume any responsibility or liability whatsoever for the Non-Microsoft Product.

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- 9.11 You are solely responsible for any Non-Microsoft Product that you install or use with the Microsoft Cloud Service. We are not a party to and are not bound by any terms governing your use of any Non-Microsoft Product.
- 9.12 If you install or use any Non-Microsoft Product with the Microsoft Cloud Service, then you, not Microsoft or us, direct and control the installation and use of it in the Microsoft Cloud Service through your use of application programming interfaces and other technical means that are part of the Microsoft Cloud Service. We will not run or make any copies of such Non-Microsoft Product outside of our relationship with you.
- 9.13 If you install or use any Non-Microsoft Product with the online service, you may not do so in any way that would subject our or Microsoft's intellectual property or technology to obligations beyond those set out in this Service Schedule.

### Your materials

- 9.14 You may be able to submit Customer Data for use in connection with the Microsoft Cloud Service.
- 9.15 When you submit Customer Data for use in connection with any Microsoft Cloud Service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:
- (a) use, copy, distribute, display, publish, and modify your Customer Data;
  - (b) publish your name in connection with the Customer Data; and
  - (c) facilitate others' ability to do the same.

Some Microsoft Cloud Services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of the Customer Data.

- 9.16 You must secure all rights in your Customer Data necessary for us to provide you the Microsoft Cloud Service without violating the rights of any third party, or otherwise obligating Microsoft or us to you or any third party. Neither we nor Microsoft accepts or will accept any obligations set out in any separate license or other agreement that may apply to your Customer Data or use of the Microsoft Cloud Service
- 9.17 You are responsible for all Customer Data and other content sent using and/or included in the Microsoft Cloud Service.
- 9.18 As between you and us, you retain all right, title and interest in and to your Customer Data. We acquire no rights in Customer Data other than the rights you grant to us (if any) for the applicable Microsoft Cloud Service. This does not apply to software or services that we license to you.
- 9.19 Microsoft's rights and obligations in relation to your Customer Data will be set out in your Microsoft Customer Agreement.

### Use of Customer Data

- 9.20 You consent to us and Microsoft using and disclosing Customer Data:
- (a) to ensure compliance by you and your Users with this Service Schedule;
  - (b) as required or authorised by law;
  - (c) to protect our rights or the rights of others;
  - (d) to provide the Microsoft Cloud Service to you;
  - (e) to provide troubleshooting for the Microsoft Cloud Service;



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- (f) to improve the Microsoft Cloud Service; and/or
- (g) as otherwise provided in this Service Schedule.

9.21 You are responsible for responding to requests by a third party regarding your use of the Microsoft Cloud Service (such as a request to take down content under applicable legislation).

### Retention of data

9.22 Upon termination or expiration of your subscription to a Microsoft Cloud Service, you must notify us whether you want Microsoft to either:

- (a) disable your account and delete your Customer Data, in which case you will not be able to extract your Customer Data from your account; or
- (b) retain your Customer Data stored in the Microsoft Cloud Service in a limited function account for at most 90 days after the expiration or termination of your subscription (**Holding Period**), during which period you may extract your Customer Data from your User's accounts at your own cost.

9.23 If you do not notify us to either disable your account or retain your Customer Data for the Holding Period, Microsoft will retain your Customer Data for the Holding Period.

9.24 If your Customer Data is retained during the Holding Period, at our request, you must reimburse us for any reasonable costs incurred by us as a result of the retention of your Customer Data.

9.25 You are advised to extract your data from your User's accounts as soon as possible after your subscription to such Microsoft Cloud Service expires or terminates because your accounts may be permanently deactivated after the end of the Holding Period.

9.26 You agree that after the end of the Holding Period, we may require Microsoft to permanently deactivate and disable your and your User's accounts and delete Customer Data in such accounts.

9.27 You understand that the Microsoft Cloud Service may not support retention or extraction of software provided by you to run in the Microsoft Cloud Service.

### No Liability for Deletion of Customer Data

9.28 You agree that, other than as described above, neither we nor our suppliers have any obligation to continue to hold, export or return your Customer Data. You agree that neither we nor our suppliers have any liability whatsoever for deletion of your Customer Data pursuant to the above terms.

## 10 ELECTRONIC NOTICES

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10.1 You agree that we may provide you and you Users with information about the Microsoft Cloud Service in electronic form. It may be via email to the address you provide when you sign up for the Microsoft Cloud Service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the Microsoft Cloud Service, you have the software and hardware needed to receive these notices.

10.2 You and any User must not use the Microsoft Cloud Service if you do not agree to receive these electronic notices.

## 11 REGULATORY REQUIREMENTS

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11.1 Without limiting anything else in this Service Schedule, we may modify or cancel a Microsoft Cloud Service where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the Microsoft Cloud Service without modification and/or causes Microsoft to believe that this Service Schedule or the Microsoft Cloud Service may be in conflict with any such requirement or obligation.

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### 12 COMPLIANCE WITH LAWS AND REGULATIONS

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12.1 You must comply with all laws and regulations applicable to your Customer Data and use of the Microsoft Cloud Services, including any laws and regulations applicable to you or your industry.

### 13 DISCLAIMER

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13.1 Without limiting any other disclaimers in this Service Schedule, you acknowledge that the information, software, products, and services included in or available through the Microsoft Cloud Service may include errors, including inaccuracies or typographical errors.

13.2 To the extent permitted by law and unless expressly stated, we (including our affiliates) do not, make any representations or warranties in relation to the Microsoft Cloud Service (including fitness for a particular purpose, merchantability, title and non-infringement of third party rights, or that the Microsoft Cloud Service will be uninterrupted or error free), and have no liability for damages, whether direct, indirect or consequential, arising from the use by you or your Users of the Microsoft Cloud Service.

13.3 To the extent there are any warranties in relation to the Microsoft Cloud Service which cannot be excluded by law, our liability for breach of such warranty will, to the extent permitted by law, be limited, at our option, to the supply of the Microsoft Cloud Service again or the payment of the cost of having the Microsoft Cloud Service supplied again.

### 14 LIABILITY

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14.1 We will not be responsible or liable in any way for:

- (a) unauthorised access to or alteration of your transmissions or data with, any material or data sent or received or not sent or received with, or any transactions entered into through or in connection with, the Microsoft Cloud Service;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including Intellectual Property Rights;
- (c) any content sent using and/or included in the Microsoft Cloud Service; and/or
- (d) the deletion, corruption or failure to store any messages or other content maintained or transmitted by the Microsoft Cloud Service.

### 15 INDEMNITY

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15.1 You agree to indemnify and hold us harmless from any loss, damage or expense (including reasonable legal fees) we suffer of incur in connection with any claim, demand, or proceedings asserted by any third party due to or arising out of your or your User's breach of these terms or the Microsoft Customer Agreement, or conduct while using the Microsoft Cloud Service.

### 16 DEFINITIONS

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16.1 In this Service Schedule, the following words have the following special meanings:

**Customer Data** means all data (including all text, sound or image files and software) that is provided to us, our licensors or Microsoft by you (or on your behalf) through your or your Users' use of a Microsoft Cloud Service.

**Microsoft** means Microsoft Regional Sales Corporation or a successor or assign.

**Microsoft Cloud Service(s)** means the any one of the Microsoft products that you purchase from us under the terms of this Service Schedule.

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**Microsoft Customer Agreement** means the Microsoft cloud agreement between you and Microsoft the terms of which you accept as a condition of using a Microsoft Cloud Service and which governs your use of that Microsoft Cloud Service.

**Non-Microsoft Product** means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us or Microsoft, whether you obtained it via a Microsoft Cloud Service or elsewhere.

**Territories** means Singapore, Hong Kong, Malaysia, Thailand, Philippines and any other countries notified by us to you.

**User** means any individual who accesses or uses a Microsoft Cloud Service under a Microsoft Customer Agreement.

**User Licence** means a User's subscription licence between you and Microsoft in respect of a specified Microsoft Cloud Service that is sold to you by us.