



MSx Office 365 Service Addendum

This MSx Office 365 Service Addendum amends and modifies the Master Service Agreement or Telecommunication Account Agreement, between TPx and Customer. All capitalized terms used but not defined herein will have the meanings given to such terms in the Master Service Agreement or Telecommunication Account Agreement, as applicable.

1. MICROSOFT CUSTOMER AGREEMENT

1.1 All Necessary Rights. TPx, participating in the Microsoft Cloud Solution Provider (“CSP”) Program, may license Customer certain Microsoft Corporation (“Microsoft”) products. If Customer elects to acquire CSP Program products from TPx, Customer is agreeing to the following Microsoft Customer Agreement: www.tpx.com/Microsoft-Services-Agreement.pdf.

1.2 Microsoft Products and Services Documentation. The most up to date Microsoft service descriptions should be found online at Microsoft’s TechNet and Products.Office.com, and Customer agrees that any changes to Microsoft products are at the sole discretion of Microsoft, and TPx is not liable for these changes or any documentation to the contrary. Should Microsoft cease providing a product provided to the Customer by TPx, TPx will recommend an alternative product for Customer’s consideration. Should the Customer not elect to change to another Microsoft product provided by TPx, TPx reserves the right to cancel Customer’s Services pursuant to this Addendum. Any associated change in price or migration expenses will be the sole responsibility of the Customer.

1.3 Microsoft Office 365 Service Level Agreement (“SLA”). Microsoft provides SLA credits. If Microsoft does not maintain service above their stated SLA availability, Customer may be eligible for a credit towards their monthly service fees. This SLA is provided by Microsoft and is subject to change. Details for Microsoft’s SLA may be found online at TechNet. Should Customer wish to file an SLA claim, Customer should contact the MSx Support Team to open a claim with Microsoft. In the event Microsoft agrees to Customer’s SLA claim, TPx will apply the credits towards Customers future monthly invoice. Credits are not to exceed one month’s total monthly recurring charges. TPx is not responsible for any credit not provided by Microsoft.

2. TERM AND TERMINATION

2.1 Addendum Term. The term of this Addendum shall be the Term provided of the Service Agreement. See Section 4 (Termination Rights and Remedies) of the Terms and Conditions of the Agreement for provisions dealing with early termination or downsizing.

2.2 License Billing for Onboarding Projects. In cases where licenses are provisioned as part of an onboarding project statement of work entered into by Customer, billing will commence when Office 365 licenses are provisioned for the Customer’s account.

3. MSx OFFICE 365 MANAGED SERVICE LEVELS

3.1 MSx Product and Service Descriptions. Ongoing information specific to products and services is available online at www.tpx.com/support.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Relationship and Support Engagements. Customer understands that it is licensing Microsoft Office 365 product subscriptions from TPx as its CSP, and as such are to engage TPx directly for all Office 365 platform performance issues. Customer understands that Microsoft is ultimately responsible for overall Office 365 product definitions, platform performance, stability, and availability, and agrees that TPx will use commercially reasonable efforts to provide its MSx Support but that TPx does not guarantee any Office 365 platform performance or functionality.

4.2 Remote Technical Support. Customer understands this is a remote technical support service.

4.3 Administrative Support Services. Customer understands the Core and Optimum service levels are designed for Administrative Support for the Office 365 platform. End User Help Desk “How-To” questions on application

use are not included with MSx Office 365. Support for locally installed Office applications and Customer devices (including but not limited desktop and laptop computers, and mobile devices) are not part of this service but may be available as part of TPx's MSx Endpoints – Workstations service.

4.4 Recommended Practice Implementations and Configurations. TPx reserves the right to refuse Customer requests for non-supported administrative configurations of Office 365 deployments in favor of Microsoft recommended practice configurations.

This Addendum is effective only upon Customer's agreement to the Master Service Agreement or Telecommunications Account Agreement. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.