



MSx Office 365 Service Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (“TAA”) or Master Service Agreement (“MSA”) and the MSx Service Addendum between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies (“TPx”) and Customer.

1. MICROSOFT CUSTOMER AGREEMENT

1.1. All Necessary Rights. TPx, participating in the Microsoft Cloud Solution Provider (“CSP”) Program, may sell Customer Microsoft products. If Customer elects to purchase 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 Corporation, and TPx is not liable for these changes or any documentation to the contrary. Should Microsoft End-of-Life a product sold 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 sold by TPx, TPx reserves the right to cancel Customer’s Service Agreement. 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.

2. TERM AND TERMINATION

2.1 Term Commitment. TPx offers Microsoft Office 365 products and MSx Office 365 managed service levels for a monthly recurring charge with a one-year minimum commitment.

2.2 License Flexibility. “MSx Office 365 – Optimum” managed service Customers may request a downsize of Microsoft Office 365 licenses and corresponding MSx Office 365 – Optimum licenses, up to but not exceeding 10% of the maximum license quantity during their current term commitment, without incurring ETFs. License cancelations in amounts greater than 10% will incur per license standard ETFs.

2.3 License Billing for Onboarding Projects. In cases where licenses are provisioned as part of an Onboarding Project Statement of Work (“SOW”), 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.

3.2. MSx Office 365 Service Levels. MSx Office 365 offers Customers two managed service levels, Core and Optimum. Core is designed for Customer's looking to self-manage their Office 365 administrative settings, and Optimum is designed for Customer's looking for MSx-managed Office 365 administration. Customers may not combine managed service levels per account and must select one or the other service level. For Customers without an MSx Office 365 service level on their sales agreement, their service level will be defaulted to the Core service level. Customer agrees that they have reviewed and accept the MSx services as described at www.tpx.com/support.

3.3. MSx Professional Service Charges. MSx Engineering assistance outside of the scope of Customers current subscription services may be available on a time and materials basis.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Relationship and Support Engagements. Customer understands that it is purchasing Microsoft Office 365 product subscriptions from TPx as its CSP provider, 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 MSx Support is "Best Effort" with no guarantee of Office 365 platform performance.

4.2. Customer Technical Point of Contact ("TPOC"). Customer must identify at least one Technical Point of Contact (TPOC) as a person authorized to give administrative direction to the MSx Team for configuration changes. If Customer selects the MSx Office 365 – Core service level, the TPOC will be responsible for making all administrative changes to Customer's Office 365 environment as outlined above, with all administrative change requests to MSx Support being charged at current time and materials.

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

4.4. 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.

4.5 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 execution of both the TAA or MSA and MSx Services Addendum by the Customer. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.