



Service Specific Terms

Managed Microsoft 365

Effective 7.1.2024

These Service Specific Terms are incorporated into each applicable Service Order, and collectively with the General Terms and Conditions, form the Agreement between the Parties. Any capitalized terms not defined herein have the meaning given to them elsewhere in the Agreement.

A. Service Description – Managed Microsoft 365

"Managed Microsoft 365" is TPx's managed Microsoft 365 Solution. Microsoft 365 is a subscription based, cloud software productivity suite, which provides organizations with flexible and familiar tools for collaboration across teams, devices, and platforms so organizations can work efficiently and stay productive.

Managed Microsoft 365 service from TPx compliments Microsoft 365 by employing expert resources to move you into the Microsoft 365 Cloud and manage the environment to ensure it remains secure, available, and performing optimally. The Service Features and other Entitlements included in the Managed Microsoft 365 Services are further described in the sections below.

B. Supported Third-Party Product(s) & Technical Features; Portal Access

TPx currently offers its Managed Microsoft 365 Service utilizing the Software from the following Third-Party Product Providers:

Software:

- Microsoft Corporation
- BitTitan (migration only)
- Skykick

Technical Features. Certain features that are inherent to the Third-Party Product(s) ("**Technical Features**") may augment or limit the availability of Add-On Service Features. TPx supports all Technical Features requisite to deliver the Managed Service and Add-On Service Features detailed herein but may not support all Technical Features offered by a particular Third-Party Product Provider.

Portal Access. User access is provided to the cloud graphical user interface (the GUI or "**Portal**") for Customer's authorized users. The software used for a Portal is dependent on the respective Third-Party Product Provider. TPx will provision read/write or administrator level Portal access where Customer has purchased the Core (self-managed) Service Level, or where Customer requests co-management at the Optimum Service Level. Please note that there are additional Service Specific Terms in Section G below associated with Self and Co-Management of the Services.

C. Standard Service Onboarding; Initial Configuration & Account Enablement

Standard Service Onboarding. As a separate non-recurring Professional Services charge, TPx will provide project management and enablement services as required to implement and configure the Technical Features, provision access to Customer's authorized users, and otherwise enable the services. Onboarding projects are customized, with specific activity defined within a Statement of Work. Standard service onboarding is offered during TPx regular business hours. Any work performed outside of TPx standard business hours will be defined in the Statement of Work and may be subject to additional charges.

D. Managed Service Levels; Service Feature Availability

Managed Microsoft 365 is offered at two service levels: (i) Core; and, (ii) Optimum. The Core service level is designed for customers skilled and capable of administering and managing changes to their Microsoft 365 environment, with TPx there to acquire and manage the subscriptions and deliver technical support. The Optimum Service level is designed for customers who want to leverage TPx's experienced and certified team of experts to administer and manage their Microsoft 365 environment in addition to the subscription management and technical support offered at the Core level. The availability of Service Features for each Service Level is detailed in Table 1 below.

Table 1. Managed Service Feature Availability.

Legend: "I" – Included; "MRC\$" – available with additional recurring cost; "NRC\$" – available with additional Professional Services charges.

<u>Managed Service Feature</u>	<u>Description</u>	Core	Optimum
License Management	TPx adds, removes, or updates Microsoft subscriptions and add-on licenses as requested by the customer.	I	I
Management Portal Access	TPx provides and manages read/write access to the applicable Microsoft administrative portals, Cloud Backup Portal (If applicable) and TPx Customer Portal for the customer's authorized users.	I	I
User & Group Management	TPx assigns licenses to users and manages user membership in groups, and user permissions for applications.	NRC\$	I
Configuration Management - Initiated by TPx	TPx plans and executes system configuration changes within the Microsoft 365 platform as part of a proactive maintenance and performance management process. Changes are made based on the manufacturer's recommendations and TPx recommended practice.	NRC\$	I
Configuration Management - Approved by TPx	TPx plans and executes system configuration changes within the Microsoft 365 platform requested by the customer and approved by TPx.	NRC\$	I
Managed Services for Cloud Backup	TPx provides applicable managed services for TPx provided backup software.	MRC\$	MRC\$
Incident Management	TPx provides automated and/or manual data gathering and analysis, and expert troubleshooting, to identify the root cause of an issue as reported by the Customer. Additionally, TPx takes steps, as appropriate, to minimize or eliminate the immediate impact of the reported issue.	I	I
Incident Based Platform Problem Resolution	After initial management is conducted, TPx provides continued troubleshooting, as well as escalation and service case management with Microsoft to resolve issues where the root cause is determined to be the Microsoft 365 Platform.	I	I
Incident based Configuration Changes	After initial management is conducted, TPx provides continued troubleshooting, as well as escalation to, and service case management with Microsoft to resolve issues where the root cause is determined to be misconfiguration.	NRC\$	I
User Access Problem Resolution	TPx develops and executes an appropriate remediation plan to resolve identified user access issues with Microsoft 365. For example, assisting with login issues and facilitating password resets.	NRC\$	I
Incident Response Services for Cloud Backup	TPx provides incident management, platform and configuration problem resolution for TPx provided backup software. We also provide helpdesk assistance for recovery of data using the TPx provided backup software.	MRC\$	MRC\$

Table 2. Add-On Service Features. The service features below are available as add-ons and do not form a part of the Services unless they are expressly included as separate line items on the Service Order.

<u>Add-on Managed Service Feature</u>	<u>Description</u>	<u>Service Level</u>	
		Core	Optimum
BitTitan Microsoft 365 Migration Software	TPx provides and supports BitTitan's Microsoft 365 Migration Software suite, which helps automate the user and data migration process as a part of many professional services – data migration SOWs. Use is at TPx's discretion and will be expressly identified in an applicable SOW.	NRC\$	NRC\$
SkyKick Office 365 Backup Software & support	TPx provides and supports SkyKick Office 365 backup software to automatically backup MS Exchange, OneDrive, SharePoint, and Teams data to a separate secure Cloud location.	MRC\$	MRC\$

E. KPIs & Support Priority Levels

Not applicable.

F. Service Commencement & Delivery; Initial Service Term & Billing

TPx endeavors to initiate the Standard Service Onboarding process by contacting Customer within five (5) business days of the mutual execution of the applicable Service Order. During the Standard Service Onboarding process, the Parties will mutually agree to a targeted Service Commencement and Service Delivery Date, as evidenced in writing (email sufficient).

For Managed Microsoft 365:

Service Commencement means that TPx has placed the order with the respective Third-Party Product Provider(s) for the Equipment and Software (as applicable) or has otherwise assigned the Equipment in inventory to Customer's order.

Service Delivery means that TPx has completed the Standard Service Onboarding and otherwise delivered the Service, which is available for Customer's use.

The **Initial Service Term** will begin on the date of Service Commencement for the respective service location and continue through the Term identified in the applicable Service Order. This service is associated with a single service location, per customer account. TPx will generally accommodate small changes to the target Service Delivery Date; however, where Customer unreasonably delays the Service Delivery or otherwise fails to fulfill its obligations under Article VI of the General Terms and Conditions preventing TPx from completing Service Delivery on the target Service Delivery date, then the Initial Service Term will begin on the target Service Delivery Date. Billing for the Service will coincide with the beginning of the Initial Service Term.

G. Additional Service Specific Terms

1. **User Access and Service Co-Management.** Where TPx provides user access or administrative roles to the Customer in the Portal, Customer will have access to modify and otherwise reconfigure Technical Features and other aspects of the Services ("**Customer Management**"). Customer takes full responsibility and TPx disclaims all liability associated with any degradation in the Service quality or security resulting from actions taken by Customer through Customer Management. Additional Labor Charges or Professional Service Charges may be incurred to rectify degradation in the Service Quality or security resulting in actions taken by the customer through customer management.
2. **Microsoft Subscription Commitment Terms & Billing Terms.** Subscription Commitment Term refers to the term length of the Microsoft subscription acquired by TPx on Customer's behalf. Regardless of the Initial Service Term set forth on the Service Order, TPx acquires the Microsoft Subscription Commitment Term on an annual basis, which is billed monthly. The Microsoft Subscription will automatically renew for subsequent Subscription Commitment Terms unless notice of non-renewal is provided. Consistent with the General Terms and Conditions, TPx requires 90 days' advance notice of non-renewal of the Services. Failure to provide timely notice may result in an auto-renewal, which costs will be exclusively borne by Customer.
3. **Microsoft Subscription Grace Period.** Microsoft New Commerce Experience (NCE) has a 192-hour grace period upon purchasing a subscription, or following the subscription renewal date, where customers can make material changes to their license subscriptions ("**Grace Period**").
4. **Microsoft Subscription Downsizing & Cancellations.** Downsizing or cancellation of your Microsoft subscription can only be executed during the Grace Period (defined above) which will occur every 12 months on the anniversary of the Service Commencement Date. Requests to reduce the volume of subscribed users or to cancel the subscription altogether will not be applied until the next Grace Period. Reductions in subscribed users will take effect on the next applicable Subscription Commitment Term. Requests to cancel services within the Initial Service Term are still subject to termination fees.
5. **Microsoft Subscription Upgrades.** Microsoft offers certain upgrade paths where Customer's can elect to upgrade to a higher tiered subscription at any time after an initial order is placed. Subscription Upgrades do not trigger a new Commitment Term Length or a Grace Period and otherwise retain the same underlying subscription renewal date of the original subscription.
6. **Microsoft 365 Subscription Adding Users/Licenses.** Customer may increase the quantity of users on an existing subscription or add a new subscription at any time. New subscriptions added to an existing Microsoft tenant will be acquired under the pre-existing Subscription Commitment Term, meaning all subscriptions will share common renewal and Grace Period dates.
7. **Microsoft Subscription Transfers.** Customers that provide sufficient notice to TPx of their intention to not renew or otherwise terminate the services can have the Microsoft subscriptions transferred (on a like-for-like basis) to another managed service Provider, which must be initiated by TPx. Transferred Microsoft subscriptions will retain their original renewal date, regardless of the associated indirect provider & new MSP.
8. **Early Termination Fees.** Where Customer fails to provide sufficient notice of non-renewal or otherwise seeks to terminate the services prior to the expiration of the Service Term, early termination fees will apply. TPx will use good faith efforts to reduce the early termination liability arising from the Microsoft subscription fees by executing a non-renewal during the upcoming Grace Period or by transferring the subscriptions to another MSP where requested by Customer. Customer understands and acknowledges that it is responsible for notifying TPx well in advance of its intention to terminate the services and that failure to adhere to these terms and otherwise coordinate with TPx will likely lead to higher early termination liabilities.

Third-Party Terms.

- **Microsoft.** All services and software associated with Microsoft Third-Party products are governed by Microsoft's policies, currently stated within the Microsoft Customer Agreement at <https://www.microsoft.com/licensing/docs/customeragreement> or other website as designated by Microsoft.
- **BitTitan.** All Services and software associated with BitTitan MigrationWiz Third-Party products are governed by Idera, Inc. Policies, currently stated at <https://www.ideracorp.com/legal/bittitan#tabs-2> or other website as designated by BitTitan.
- **Skykick.** All services and software associated with Skykick Third-Party products are governed by Skykick's policies <https://www.skykick.com/customer-terms-conditions/>