



Bluesource Microsoft Online Services (Azure, RI, NCE & CSP) SERVICE SCHEDULE

This Service Schedule should be read in conjunction with the General Terms and Conditions (a copy of which can be found at <https://www.bluesource.co.uk/privacy-and-governance/>), the appropriate Work Order, Microsoft Customer Agreement (“MCA”) and MS Product Terms.

1 SERVICE OVERVIEW

MICROSOFT ONLINE SERVICES, permits the Customer to procure Microsoft Online Services through bluesource, utilising a framework agreement to facilitate the purchase of various MS online product subscriptions.

Each order from the Customer to bluesource for Products shall be deemed to be an offer by the Customer to purchase the relevant Subscription and for bluesource to provide Support subject to the terms of this Service Schedule and the Microsoft Customer Agreement (“MCA”). The Customer understands and agrees that the latest version of this Service Schedule and MCA shall apply to any new Subscription or renewal of a Subscription.

Any quotation given by bluesource for Products shall not constitute an offer and is valid only for the period stated in it or if no period is stated a period of 30 days from its date, provided that bluesource has not previously withdrawn it.

For the purpose of this Service Schedule, in addition to the definitions in the General Terms and Conditions, the following apply:

“Affiliate”	any legal entity that owns, is owned by, or that is under common ownership with Customer, Bytes, Bluesource or Microsoft (as relevant). Ownership means control of more than a 50% equity interests of, or the right to direct the management of, an entity for so long as such control exists.
“Agreement”	this agreement, made up of these terms, the General Terms and Conditions, the MCA and the corresponding Work Order for the Service.
“Commitment Offering”	an advance purchase of eligible offerings for a specified term and region (e.g. reserved software instances “RI”).
“Consumption Based Services”	any service that is consumed by the Customer and billed based on actual usage in arrears (e.g. Azure);
“Customer Information”	the information that the Customer provides bluesource in relation to the Products (including all relevant details which relate to the Customer’s requirement for the provision of the Products and as such, part of the Support Data).
“Designated Administrators”	the Customer’s administrators who are appointed in accordance with clause 13 to obtain and receive Support.
“DPA”	Microsoft’s data protection addendum related to their products and services, which forms part of the MS Privacy and Security Terms and is available to view at: https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA .
“Event of Default”	any breach by a party of its contractual obligations arising under the Agreement (other than a breach arising from wilful default or recklessness), any misrepresentation by a party in connection with (whether or not contained in the Agreement) the party (other than a fraudulent misrepresentation), any tortious, act or omission, including negligence, arising in connection with the party’s performance under the Agreement (other than any act or omission which is fraudulent or dishonest)and/or any other act giving rise to a liability in respect of the Agreement.
“Fixed Term Subscription”	a Subscription where the duration of the Subscription is for a fixed period of time.
“Marketplace”	the third-party offerings marketplace available on Microsoft’s online portal.

“Microsoft Customer Agreement”	(“MCA”) the agreement that is used to govern the use of the Products, as made available at https://www.microsoft.com/licensing/docs/customeragreement or such other website address as may be notified to the Customer from time to time and including the Online Service Terms, Service Level Agreement and other documents referred to in such agreement and as varied from time to time by Microsoft.
“MS Product Terms”	Microsoft’s terms and Online Service Terms relating to their Products as detailed at: https://www.microsoft.com/licensing/terms .
“MS Privacy & Security Terms”	Microsoft’s terms related to privacy and security, setting forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Products, as detailed at: https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/MOSA .
“Online Service”	any Microsoft online service subscribed to by or on behalf of the Customer under the MCA, such as those through Microsoft’s Cloud Solution Provider (“CSP”) Program and New Commerce Experience (“NCE”).
“Order”	the Customer’s order for a Subscription as set out in the Work Order or as ordered by Customer on the Bytes Cloud Dashboard provided by bluesource.
“Product”	any Microsoft product offered as an Online Service subscription through bluesource and its suppliers, including MS Azure, RI, Office365, etc.
“Relevant Records”	means all documents and information relating to the provision of Support, Online Services and Subscriptions in relation to this Agreement.
“Service Start Date”	the date the Service commences, as specified in a Work Order, or where this is not detailed, the date the Work Order is placed.
“Seat-Based Online Service – New Commerce”	a Subscription, where the duration of the Subscription is for a fixed period of time and subject to the cancellation period in clause 7.2.
“Seat-Based Online Service”	a Subscription where the duration of the Subscription is for a fixed period of time, such as Legacy CSP.
“SLA”	the service level agreement commitments Microsoft makes to the Customer in the MCA regarding delivery and/or performance of the applicable Product, as published at: https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services
“Software”	any software designated as a Server Subscription for Azure within the Microsoft Product Terms and any perpetual software licenses. For the avoidance of doubt this includes Windows 10 whether purchased individually or as part of Microsoft365.
“Software Subscription”	any software designated with a right to use identified on the then-current Microsoft price list as being available and licensable for a defined and limited term.
“Subscription”	a quantity of Product for a defined Term.
“Support”	the base level support service more particularly described in clause 13 which is to be provided by bluesource to Customer in relation to the Product.
“Tenant”	a dedicated instance of Microsoft Entra for the Customer’s organisation (inclusive of all Affiliates).
“Term”	the duration of the Subscription, (e.g., monthly, 12 months, or 36 months).
“Third Party Offers”	any third-party (or third-party branded) software, data, service, website or other products available through the Marketplace or other feature of Microsoft’s online services.
“Trial Subscription”	a free of charge trial offering by Microsoft for the Online Services which shall automatically convert into a paid-for Subscription unless properly terminated.

2 ORDER

- 2.1 This Agreement in conjunction with the terms and conditions contained in the MCA and Product Terms, shall apply to each order accepted and/or fulfilled by bluesource. Any terms or conditions appearing on any Customer purchase order, acknowledgement, or confirmation that conflict with or are in addition to those contained hereunder are excluded and shall not be binding on the Parties. Any variation to the terms is deemed invalid unless agreed between the Parties, subject to clause 4.
- 2.2 For each Subscription and any renewal of a Subscription, the Service Schedule, Microsoft Customer Agreement and Product Terms in force at the time the Work Order is accepted shall govern the use of the Products.
- 2.3 If an individual accepts these terms on behalf of an entity, the individual represents that they have the proper legal authority to enter into this Agreement on the entity's behalf, read and understood the terms and conditions contained herein and agree to the terms and conditions contained herein on behalf of the entity.
- 2.4 By placing an order for Products with bluesource, the Customer represents and warrants that the Customer accepts the Agreement.

3 SUPPLY OF PRODUCTS AND CUSTOMER ACKNOWLEDGEMENTS

- 3.1 Access to and use of the Products included with the Subscription is granted to the Customer by bluesource subject to the Customer's acceptance of and compliance with the Microsoft Customer Agreement. The Customer warrants and represents it has read and accepted the Microsoft Customer Agreement and shall be bound by its terms.
- 3.2 Customer acknowledges and agrees that:
 - 3.2.1 Microsoft may in its absolute discretion accept or reject the Customer's order and/or refuse to supply Products to the Customer.
 - 3.2.2 Microsoft may modify a Product or release a new version of a Product at any time and for any reason including, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Product offerings.
 - 3.2.3 Microsoft may add new features or functionality to, or remove existing features or functionality from, a Product.
 - 3.2.4 Bluesource may perform certain functions associated with the purchase, activation, support and management of the Subscription and Products. Those functions may be performed by any processes or tools used by bluesource.
 - 3.2.5 Each end-user of the Products will only use such Products from a device running a qualifying operating system (or such operating system when required and defined by Microsoft). For the avoidance of doubt, a qualifying operating system shall be any operating system which meets the requirements set out here:
<https://www.microsoft.com/licensing/terms/productoffering>.
 - 3.2.6 It shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products available to any third-party except as expressly permitted under the Agreement.
 - 3.2.7 Any warranty about the Products is given by Microsoft, not by bluesource, and is as set out in the MCA and/or Product Terms.
 - 3.2.8 Where Products are identified as academic, charity or government, the Customer must have Microsoft's approval to purchase such Products and the Customer accepts that it may only purchase such Products if the Customer meets Microsoft's qualification criteria for such Products.
 - 3.2.9 It is solely responsible for providing the Customer Information and that Bluesource shall rely on the Customer Information in determining and selecting the appropriate Products. Any Customer Information provided by the Customer must be complete and accurate in all respects.
 - 3.2.10 Microsoft may make certain service levels commitments to the Customer in the MCA and Product Terms. If the Customer wishes to make a claim on the SLA, the Customer must notify details of its claim to bluesource in writing ("**SLA Claim**"). The Customer understands that the SLA Claim will be subject to Microsoft's standard SLA review process. Any credit that Microsoft agrees to pay in respect of the SLA Claim shall be credited to the Customer promptly following its receipt by bluesource. The Customer accepts that any credit to which it is eligible shall not exceed the total monthly estimated retail price quoted by Microsoft for the Subscription that is the subject of the SLA Claim. The Customer acknowledges and accepts that outages may be audited on a per Subscription or per service basis at any time.
 - 3.2.11 Bluesource shall not be liable for any delay or failure in the provision or performance of any Product agreed to be supplied under the Agreement or any Event of Default caused by the acts, omissions or failures by Microsoft in providing the Products to the Customer. All liability for the Products is contained in the MCA.

3.2.12 Subject to clause 18 (Limitation of Liability) of the General Terms and Conditions, the Customer acknowledges that in the event that bluesource selects Products in accordance with the Customer's Information and the Customer Information is subsequently found to be inaccurate and/or not complete for any reason other than bluesource's negligence then the Customer acknowledges that bluesource shall have no liability in respect of the suitability of the Products which have been selected by bluesource in accordance with such Customer Information.

4 VARIATION AND CANCELLATION

- 4.1 The Customer may vary the Customer Information, the quantities of a Subscription or any part thereof by notifying bluesource in writing. Subject to agreement by the Customer to pay any Fees applicable required by Microsoft, bluesource will affect the variation where possible in a timely manner. Bluesource cannot guarantee Microsoft will agree to such changes but will use reasonable endeavours to achieve the variation.
- 4.2 Bluesource may, from time to time, amend this Agreement to reflect changes in relevant laws and regulatory requirements and changes imposed by Microsoft. bluesource will provide no less than 30 days' notice of any variation to this Agreement. The variation shall apply to all Agreements on the expiry of the notice (unless otherwise agreed between the parties).
- 4.3 For "Seat Based Online Services – New Commerce" orders (as indicated in the Bytes Cloud Dashboard), such as for NCE Subscriptions, the Customer shall have no more than twenty-four (24) hours to cancel such Order without penalty. Once this time has passed, Customer may not cancel the Order and the termination rights detailed in clause 7 shall apply and Customer will be liable for the Fee.
- 4.4 For Seat Based Online Services orders, pre NCE, such as Legacy CSP, the Customer may request cancellation at any time during the Term.
- 4.5 For Commitment Offering orders, the Customer may request cancellation within five (5) Business Days for a full refund. Cancellation or termination requested beyond this will result in a prorated credit to the Customer (capped at \$50,000 per Customer, per year by Microsoft) and an early termination fee.

5 CSP SUBSCRIPTIONS

- 5.1 From 1st March 2022, all new CSP subscriptions must be purchased under NCE.
- 5.2 From 1st July 2022 all old CSP ("Legacy CSP") subscriptions must be renewed under NCE.

6 NCE SUBSCRIPTIONS

With NCE, the following subscriptions are offered for applicable Products and are subject to availability:

6.1 Monthly subscription:

With the NCE the Customer can purchase Microsoft 365 licences monthly without an annual commitment. This is offered to provide flexibility to customers that need to make monthly changes to their Microsoft 365 or Office 365 licences plans and seat count. Fees will be adjusted for the seat count and are subject to any price increases, as they are not fixed.

6.2 12-month subscription:

Through the NCE, the Customer can commit to their licences through a 12-month subscription. With the 12-month subscription, pricing will be locked in for the entire term – allowing the Customer to benefit from the additional cost savings of any price increases due in that time. This subscription will allow the Customer to increase but not decrease the seat count. Additional Fees will be incurred for any new seats taken out and there is no reduction in Fees or refund where the usage has been reduced from the initial commitment at the beginning of the Term or subsequent Renewal Term.

6.3 36-month subscription:

Microsoft is introducing multiyear pricing to the NCE, allowing the Company to secure a 3-year pricing for longer term licencing commitments, where it is available. This subscription will allow the Customer to increase but not decrease the seat count. Additional Fees will be incurred for any new seats taken out and there is no reduction in Fees or refund where the usage has been reduced from the initial commitment at the beginning of the Term or subsequent Renewal Term.

7 TERM AND TERMINATION.

In addition to clause 9 (Term and Termination) of the General Terms and Conditions:

- 7.1 Each Agreement shall commence on the Service Start Date.
- 7.2 **Seat Based Online Services and Seat Based Online Services – New Commerce** are sold on a monthly, 12 months or 36 months Subscription term ("**Fixed Term**"), commencing from the Service Start Date.
- Unless otherwise agreed between the Parties in writing or terminated as provided in this clause 7, Fixed Term Subscriptions will automatically renew at the end of the relevant Fixed Term for a period of 12 months ("**Renewal Term**"). Either party may give written notice to the other party, not less than ninety (90) days before the expiry of the Fixed Term or the relevant Renewal Term, to terminate this Agreement at the end of the Fixed Term or the relevant Renewal Term, as the case may be. Pricing for a Renewal Term will be bluesource's pricing in effect as of the commencement of the Renewal Term.
- 7.3 **Consumption Subscriptions**, such as for MS Azure (also see clause 11.2 below), are billed based on actual usage in the preceding month without an upfront commitment and do not expire unless cancelled.
- Consumption Subscriptions can be cancelled at any time by either party giving not less than ninety (90) days written notice to the other Party and any usage by the Customer will be billed on the next scheduled invoice date.
- 7.4 **Commitment Offerings** may be terminated by the Customer subject to Microsoft consent.
- 7.5 Where the Customer has been provided a Trial Subscription, such Subscription shall automatically renew into a paid-for Subscription, which will be subject to the appropriate termination rights detailed in this clause 7.
- 7.6 Without affecting any other right or remedy available to it, bluesource may terminate the Agreement with immediate effect by giving written notice to the Customer if for any reason, Microsoft terminates the Customer's status as a customer of Microsoft.
- 7.7 In accordance with clause 11.1 of the General Terms and Conditions, should the Agreement be terminated for any reason, any agreed sums owing, including any remaining balance of the Fee or Renewal Term Fee shall be due for payment in full by the Customer.

8 CONSEQUENCES OF TERMINATION

- 8.1 In addition to Clause 11 (Effects of Termination) of the General Terms and Conditions, on termination of the Agreement for any reason:
- 8.1.1 For Seat Based Online Services and Seat Based Online Services – New Commerce Subscriptions, all licences shall terminate at the end of Term or Renewal Term as applicable, and all outstanding Fees will be invoiced and payable in accordance with the General Terms and Conditions.
- 8.1.2 For Consumption Based Services Subscriptions, all licences will terminate at the end of the notice period and all outstanding Fees will be invoiced and payable in accordance with General Terms and Conditions.
- 8.1.3 For Commitment Offerings, all licences shall terminate at the end of the notice period and all outstanding Fees will be invoiced and payable in accordance with General Terms and Conditions.
- 8.1.4 any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 8.2 In the event the Customer terminates a Commitment Offering, an early termination fee will be payable, equivalent to 12% of the prorated credit.
- 8.3 Upon termination and/or cancellation of a Subscription, Customer must migrate Customer Data to a new Subscription, whether with bluesource or another service:
- 8.3.1 Within thirty (30) days of the effective date of termination or cancellation for annual (12-months and 36-months) Subscriptions; or
- 8.3.2 Within seven (7) days of the effective date of termination or cancellation for monthly Subscriptions.
- Should Customer Data remain after this time, relevant Fees shall apply.

- 8.4 The Customer accepts that it may incur a charge for bluesource's assistance in migrating Customer Data and agrees to pay all costs and expenses incurred by bluesource as a result of any Customer Data remaining in the possession or control of bluesource or Microsoft on or after the cancellation of the Subscription and/or termination of the Agreement.

9 PROMOTIONS

- 9.1 Bluesource may, from time to time, make promotions available to the Customer for purchase and may withdraw promotions at any time.
- 9.2 Each promotion will have its own eligibility criteria the Customer must meet in order to be able to access such promotion.
- 9.3 A Subscription shall renew at the promotion discount price unless the promotion time has expired, in which case the renewal will revert to the non-promotion price.
- 9.4 Any Order placed with a promotion applied shall have a maximum seat capacity of 2,400. In the event an Order is for more than 2,400 the promotion will not be applied.
- 9.5 In the event the Customer chooses an upgraded (or different) Subscription with a different SKU during the Subscription term, the Customer understands and agrees that the promotional pricing will no longer apply.

10 EXPORT CONTROL (Microsoft flow down clause)

- 10.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

Further details can be found in Microsoft's white papers on this topic, which at the time of writing, can be referenced as below:

- For MS Azure: <https://datacenters.microsoft.com/wp-content/uploads/2023/12/Microsoft-Azure-Export-Controls-White-Paper-Feb-2022.pdf>
- For Office365: <https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE1s5kl>

11 PAYMENT

- 11.1 The Fee of some Products is based on the usage of the Product and the Customer understands and accepts that it is responsible for and shall pay the Fee for all use of such Products as calculated by bluesource or its third-party supplier it has partnered with to be able to provide the Services.
- 11.2 Azure Consumption Subscriptions are one-month Subscriptions that are billed on actual usage in the preceding month without an upfront commitment and do not expire unless cancelled. Azure Consumption Subscriptions can be cancelled at any time and usage before cancellation will be billed in the next scheduled invoice date. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease or increase. The unit price for a Product sold on a Consumption Subscription basis may change during the Subscription Term.
- 11.3 Unless otherwise agreed in writing by bluesource:
- 11.3.1 the price of Online Services included within a Subscription shall only be fixed for the chosen Fixed Term; and
- 11.3.2 with effect from the date of expiry of the Fixed Term referred to in clause 11.3.1, the price charged for such Online Services shall be adjusted automatically to reflect changes in Microsoft's charges in respect of such Online Services.
- 11.4 The Customer understands and accepts that:
- 11.4.1 It must pay the Fee for any Commitment Offering purchased by the Customer irrespective of whether the Customer has used any or all the Commitment Offering.
- 11.4.2 Except for a Monthly Subscription, the Commitment Offering cannot be reduced during the agreed Term or Renewal Term.
- 11.4.3 Any part of the Commitment Offering that has not been used at the end of the relevant Term will expire and may not be carried forward to a subsequent Term/Renewal Term.

12 SUSPENSION

- 12.1 The Customer acknowledges and agrees that Microsoft may disable the supply of Products for legal or regulatory reasons and bluesource will use reasonable endeavours to notify the Customer of the disablement of a Subscription as soon as commercially reasonable. If Microsoft suspends the supply of Products to the Customer, bluesource will also suspend billing to the Customer for the relevant Products until the suspension ceases unless the suspension is due to the Customer's failure to make payment under this Agreement or for any other breach of this Agreement.
- 12.2 Without limiting its other rights or remedies, bluesource shall have the right to suspend the supply of Products and Support and/or all further deliveries of Products and Support under an Agreement if:
- 12.2.1 The Customer fails to pay any amount due under the Agreement in accordance with clause 8 (Payments and Records) of the General Terms and Conditions; or
- 12.2.2 The Customer becomes subject to any of the events listed in Clause 9.4 (Term and Termination) of the General Terms and Conditions.
- 12.3 The Customer acknowledges and accepts that, notwithstanding any suspension of the Products by bluesource pursuant to clause 12.2, bluesource may continue to incur expenses from its supply partner, Bytes, and/or charges from Microsoft (including charges for Products and usage of Products) which shall be payable by the Customer.

13 SUPPORT

- 13.1 The Customer shall appoint not more than two Designated Administrators who shall have authority to obtain and receive the Support on behalf of the Customer. The Customer shall notify bluesource in writing of the identity of the Designated Administrators.
- 13.2 The Customer may replace the individuals who are appointed as the Designated Administrators from time to time and shall notify bluesource in writing of the identity of any such replacement. For the avoidance of doubt, except as provided in this clause 13, bluesource will be under no obligation to provide Support to users of the Products.
- 13.3 The Customer acknowledges that bluesource will require at least one administrator account to the Customer's tenant/s applicable to the Service, for the purpose of providing the Service and as required for bluesource to maintain "digital partner of record" with Microsoft.
- 13.4 Subject to clause 13.5, bluesource will, at no additional cost to the Customer, provide the Designated Administrators with Support during the Business Day, which shall comprise a telephone help desk to provide base level support to Designated Administrators in relation to the Products. Such base level support is provided with no formal SLA and is limited to the onwards logging of issues with Microsoft via the direct CSP provider.
- 13.5 The Customer may purchase enhanced support or consultancy services separately at bluesource's then current rates.
- 13.6 bluesource may, on prior notice to the Customer, make changes to the Support, provided such changes do not have a material adverse effect on the Customer's business operations.
- 13.7 bluesource shall have no obligation to provide the Support where the Customer is in breach of any term of the Agreement, or the issue is related to a product not covered under Agreement.
- 13.8 In the event Customer requires bluesource to provide Support to a third-party acting on behalf of the Customer, Customer shall notify bluesource in writing and provide authorisation to bluesource for any such third-party to receive the Support on the Customer's behalf.
- 13.9 The Customer shall acknowledge that bluesource may need to escalate an incident on their behalf to either its supply partner for Microsoft Online Services, or to Microsoft, as necessary.
- 13.10 In the event the Customer makes a purchase from the Marketplace, the third-party vendor of the Third-Party Offer shall provide technical support and service level commitments to the Customer for the Reservation. bluesource shall only provide billing and payment support to Customers.
- 13.11 In the event the Customer purchases Software, bluesource will provide the first line of support for issues directly relating to the procurement, license key access / activation and product media / download fulfilment. No additional support shall apply to Software purchases.
- 13.12 In the event the Customer purchases a Commitment Offering, bluesource shall provide support and service level commitments to the Customer for the Commitment Offering, as detailed in this Service Schedule.
- 13.13 Standard Support for O365:

- A telephone helpdesk during the Business Day to provide general on-boarding/account set up guidance to the Designated Administrators in relation to the Products to Customers in the following areas:
 - guidance for initial tenant information including, what is a tenant and how Azure Active Directory (AAD) works, advice on tenant names and administrators
 - guidance for O365 including a tour of the Portal and best practise around admin
 - Non-technical support following purchase of O365 and other MS Online Services – “How do I?”, “Where is?”
- Standard Support does not include:
 - Technical or other enhanced support. The Customer may purchase technical support and consultancy services separately at bluesource’s then current rates under separate agreement.

13.14 Standard Support for Azure:

- A telephone helpdesk during the Business Day to provide general on-boarding/account set up guidance to the Designated Administrators in relation to the Products to Customers in the following areas:
 - guidance for initial tenant information including, what is a tenant and how Azure Active Directory (AAD) works, advice on tenant names and administrators
 - guidance for Azure including Portals tour
 - Non-technical support following purchase of MS Azure – “How do I?”, “Where is?”
 - Monthly Basic Subscription Management (Azure only)
 - Standard support for Azure as defined above
 - Ongoing management of additional Subscription Co-Admins
 - Management of Subscription Quotas
 - Logging and tracking support queries
- Standard Support does not include:
 - Technical or other enhanced support. The Customer may purchase technical support and consultancy services separately at bluesource’s then current rates under separate agreement.

13.15 Should the Customer need to raise a support request for the Service, they should contact the SMC as follows:

- By phone - 0345 319 2200
- By email – support@bluesource.co.uk

14 CUSTOMER DATA AND DATA PROCESSING

In addition to Clauses 21 (Data Processing Policy) of the General Terms and Conditions:

14.1 The Customer understands:

14.1.1 Microsoft may collect, use, transfer, disclose, and otherwise process the Customer’s data, including Personal Data as described in the MCA and in accordance with MS Privacy & Security Terms. Such processing includes granting bluesource administrator access to the Customer’s systems for the purposes of providing the Products and Service to the Customer;

14.1.2 Microsoft may send direct communications to Customer related to the terms of the MCA or the operation or delivery of the Product; and

14.1.3 bluesource may provide Microsoft with the contact information for the administrator/s of each Customer domain.

14.2 To meet its obligations under Agreement (and, prior to that, to be able to obtain relevant information to enable a quotation and/or Work Order to be prepared), bluesource will need to provide certain of the Customer’s Personal Data to their supply chain, specifically the names and contacts details of the individuals at the Customer who are responsible for the subject matter of that Agreement, quotation and/or Work Order.

Where the Customer is purchasing certain Services, it may also be necessary to provide the names and contacts details of the individual users of those Services. Unless stated otherwise and agreed between the Parties, this will be the extent of bluesource’s processing of Personal Data on behalf of the Customer.

Where required, the Customer confirms that it has obtained the necessary consents to share this Personal Data and authorises bluesource to undertake the activities set out in this Service Schedule to enable the creation or performance of an Agreement and its corresponding Service.

bluesource currently partners with Bytes and Crayon as their Microsoft distributor.

- 14.3 The Parties acknowledge that for the purposes of the Data Protection Laws, in respect of Personal Data processed by bluesource and its Microsoft distributor on behalf of the Customer as contemplated by the Agreement, the Customer is the Controller, bluesource the Processor and the Microsoft distributor the Sub-Processor. Clause 14.8 below sets out the subject matter and duration of the processing by Bytes, the nature and purpose of the processing, the types of Personal Data and categories of Data Subjects.
- 14.4 Personal Data provided by the Customer shall, unless otherwise agreed in writing by both Parties, will be processed in accordance with bluesource's Data Processing Policy, available at <https://www.bluesource.co.uk/privacy-and-governance/>, and the relevant Agreement, including this Service Schedule, MCA and Product Terms, and more specifically the Microsoft Online Services Data Protection Addendum (DPA), a copy of which can be obtained from <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>.
- 14.5 Customer acknowledges that information processed while performing Online Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of Personal Data. With respect to any and all data, including, but not limited to, third-party data, personally identifiable information and associated metadata obtained by bluesource or the relevant service provider, pursuant to Customer's use of the Services (collectively, the "Data"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable Data Protection Laws.
- 14.6 Customer understands and agrees that bluesource, Bytes and Microsoft have no control or influence over the content of the Data passed to them for processing by them, and that they perform the Services on behalf of Customer.
- 14.7 Notwithstanding the generality of the foregoing obligation, as required by Data Protection Laws, Customer shall use all reasonable efforts to ensure that it informs (for example, via a banner message on emails) individuals who use any communications system covered by the Services that communications transmitted through such system may be intercepted.

14.8 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

14.8.1 Processing by Bytes and Crayon (as the Microsoft distributor)

- Scope:* Personal data
- Nature:* Non-sensitive data / Non-Special Category Data
- Purpose of processing:* To enable the provisioning of MS online services and products and Azure Services.
- Duration of the processing:* For the term of the contract

14.8.2 Types of Personal Data

- Name,
- E mail address,
- Phone Numbers

14.8.3 Categories of data subject

- Contractual and service contacts

15 OTHER RIGHTS AND OBLIGATIONS

- 15.1 The Customer consents to the disclosure of the Relevant Records to Microsoft or its audit-related agents if requested by Microsoft.
- 15.2 The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for bluesource to perform its obligations under the Agreement.
- 15.3 The Customer must ensure that any information it submits to bluesource is complete and accurate in all respects.
- 15.4 The Customer must not remove any copyright, trademark or patent notices from any of the Products.

- 15.5 Bluesource will need granular delegated administration permissions (“**GDAP**”) by default to enable the provision of Support to the Customer. In the event Customer does not provide bluesource with delegated administration rights or revokes such rights at any time, bluesource shall be under no obligation to provide Support to the Customer and the Customer shall be subject to relevant fees for bluesource’s assistance if required.
- 15.6 Where the Customer has not purchased a computer system backup service from bluesource, remain responsible and liable for such backup and hold Bluesource harmless for any liability arising out of any computer system backup or failure to provide any computer system backup.

16 ESSENTIAL PREPARATION FOR MS ONLINE SERVICES

- 16.1 To enable bluesource to provision the required licenses and Support under this Service, the Customer's Tenant must be linked to bluesource through the reseller relationship between bluesource and its distributor
- 16.2 Without performing the above steps in 16.1, bluesource will be unable to procure and apply the Customer’s MS Online Services.
- 16.3 Guidance on how to complete the necessary steps is available on request.