onecom

Microsoft
Service Terms

1.   General

These Microsoft Service Terms should be read in conjunction with all other terms of the Contract.

2.   Definitions and interpretation

2.1   Terms defined elsewhere in the Contract shall have the same meaning in these Microsoft Service Terms. The following definitions shall also apply.

AI	artificial intelligence
Customer's IT System	the Customer's computers, network, software, server instances and any other IT equipment located at a Site
Copilot	Microsoft 365 Copilot, an AI-powered productivity tool, which is an optional add on to Microsoft Office 365
Microsoft Customer Agreement	the end user license agreement as may be updated from time to time found at https://www.microsoft.com/licensing/docs/customeragreement (or any other online address that Onecom advises the Customer of)
Microsoft	Microsoft Ireland Operations Limited
Microsoft Products	the Microsoft-hosted online services provided to the Customer by Onecom, including (as the case may be) Microsoft Dynamics Online, Microsoft Office 365, Microsoft Azure and/or Microsoft Intune (and any other Microsoft products which Onecom may provide from time to time)
Services	the provision of Microsoft Products and any services ancillary thereto
User Subscriptions	the user subscriptions purchased by the Customer which enable Users to access and use the Services in accordance with the terms of the Contract

2.2   The rules of interpretation set out in the General Terms apply to these Microsoft Service Terms.

3.   Implementation and delivery

3.1   Following the Effective Date, Onecom shall remotely deliver the Service on the applicable elements of the Customer's IT System.

3.2   It is the Customer's responsibility to ensure that its internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time.

3.3   Onecom shall not provide support services in relation to the Microsoft Products unless specified otherwise in the Order Form.

4.   User Subscriptions

4.1   The Customer may, from time to time during the term of the Contract, purchase additional User Subscriptions in excess of the number set out in the Order Form.

4.2 The Customer shall not allow the number User Subscriptions to exceed the number specified in the Order Form, unless the Customer has otherwise purchased additional User Subscriptions in accordance with the terms of the Contract.

4.3 In event the Customer purchases additional User Subscriptions during the Minimum Term, the term of such User Subscriptions shall run coterminous with the Minimum Term (which for the avoidance of doubt shall include the Minimum Term together with any extensions), unless expressly stated otherwise.

5. Charges

5.1 Onecom shall invoice the Customer for the Recurring Charges monthly in advance.

5.2 Onecom shall invoice the Customer monthly in arrears for User Subscriptions purchased by the Customer following the Effective Date.

6. Term and Termination

6.1 Upon expiry of the Minimum Term, the Contract shall automatically renew for successive 12-month periods (each a **Renewal Term**) unless the Customer serves at least 90 days' Notice prior to the expiry date of the Minimum Term or Renewal Term (as applicable) to terminate the Contract.

6.2 Upon termination, Onecom (or where directed by Onecom, the Customer) shall uninstall or otherwise remove and delete from each Customer computer or other device all copies of the Microsoft Products that have been installed on such computers or other devices by Onecom and / or the Customer.

7. Microsoft Customer Agreement

7.1 The Customer agrees and accepts it is a condition of the Contract that the Customer agrees and accepts the Microsoft Customer Agreement.

7.2 The Customer shall ensure that all Users comply with the Microsoft Customer Agreement.

7.3 The Customer shall immediately notify Onecom if it becomes aware of, or reasonably suspects that, a User has breached the Microsoft Customer Agreement.

8. CoPilot

8.1 In the event the Customer purchases CoPilot, the Customer acknowledges and agrees that:

8.1.1 CoPilot may access data (including sensitive and / or confidential information) stored on the Customer's IT System, which may be analysed by the AI for content generation and other functionalities;

8.1.2 it is responsible for ensuring that:

(i) it understands how CoPilot interacts with its data;

(ii) its use of CoPilot complies with the policies of its organisation; and

(iii) the provisions set out in this clause 8 are communicated to all Users;

8.1.3 CoPilot is provided "as is" and "as available", with all faults and without any warranties, representations or conditions of any kind. All warranties, representations or conditions, whether written or oral, including any implied warranties of merchantability, title, non-

infringement, security, reliability, completeness, quiet enjoyment, accuracy, quality, integration or fitness for a particular purpose are disclaimed; and

8.1.4   Onecom shall have no liability whatsoever for any errors, omissions or consequences arising from the Customer's use of CoPilot.