

# OUR CUSTOMER TERMS

## CLOUD SERVICES – MICROSOFT ONLINE SERVICES

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# OUR CUSTOMER TERMS CLOUD SERVICES – DOCUSIGN

Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

## 1 ABOUT THE MICROSOFT ONLINE SERVICES SECTION

- 1.1 This is the Microsoft Online Services section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

## 2 MICROSOFT ONLINE SERVICE - TERMS OF USE

- 2.1 You must comply and ensure each of your Users comply with these Microsoft Online Service Terms of Use with respect to their access to and use of the Microsoft Online Service.
- 2.2 Except as otherwise permitted under these Microsoft Online Service Terms of Use, you must not and must ensure each of your Users do not access or use the Microsoft Online Service after your subscription terminates, is cancelled or expires.

### Definitions

- 2.3 In these Microsoft Online Service Terms of Use, the following words have the following special meanings:

**CAL** means client access licence.

**Customer Data** means all data (including all text, sound or image files and software) that is provided to us or our licensors by you (or on your behalf) through your or your Users' use of a Microsoft Online Service.

**Microsoft Online Service** means:

- (a) Microsoft Exchange Online;
- (b) Microsoft Exchange Online Archiving;
- (c) Microsoft SharePoint Online

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- (d) Office 365 Extra File Storage (formerly Microsoft SharePoint Online Storage);
- (e) Skype for Business Online (formerly Microsoft Lync Online);
- (f) Microsoft Office 365 ProPlus;
- (g) Microsoft Office Online (formerly Web Apps);
- (h) Project Pro for Office 365;
- (i) Project Online;
- (j) Project Online with Project Pro for Office 365
- (k) Project Lite
- (l) Visio Pro for Office 365
- (m) OneDrive for Business with Office Online
- (n) Power BI for Office 365
- (o) Microsoft Intune (formerly Windows Intune)
- (p) Yammer Enterprise;
- (q) Azure Rights Management (formerly Microsoft Rights Management)

and any of the above provided under a Microsoft Office 365 Suite (as described below).

**Microsoft Software** means any software of ours or our suppliers (including Microsoft) that we provide or make available to you to enable you and each User to sign in or use the Microsoft Online Services.

**Non-Microsoft Product** means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via a Microsoft Online Service or elsewhere.

**On-premise Microsoft Software** means any on-premise Microsoft Software that we provide or make available to you as part of any Microsoft Online Service.

**"Operating System Environment" or "OSE"** means all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

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"**Physical OSE**" means an OSE that is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

**User** means any individual who accesses or uses a Microsoft Online Service, Microsoft Software and/or On-premise Microsoft Software under a User Licence.

**User Licence** means a subscription licence granted by us to a User for a Microsoft Online Service.

"**Virtual OSE**" means an OSE that is configured to run on a virtual hardware system.

### Amending the terms of use

- 2.4 We may update these Microsoft Online Service Terms of Use at any time. Subject to any right you may have to cancel your subscription to a Microsoft Online Service, you agree to the new terms by continuing to use the Microsoft Online Services after we notify you of them.

### No Commercial Resale

- 2.5 Without limiting anything else in Our Customer Terms, you must not:
- (a) offer any Microsoft Online Service as a service bureau; or
  - (b) make any Microsoft Online Service available to third parties on a commercial basis.

### Charges

- 2.6 Without limiting any other charges payable by you under these Our Customer Terms, you agree that we will charge you on a monthly basis for all for your Microsoft Online Services User Licences.
- 2.7 Subject to the limitations set out below, the monthly price payable by you for your Microsoft Online Services User Licences will be fixed at the applicable price set out at <https://marketplace.telstra.com> at the time of your order for 12 months from:
- (a) the date of your first bill for those Microsoft Online Services User Licences; or
  - (b) any other later date that we tell you,
- (the "**Pricing Validity Period**").
- 2.8 You agree that:

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- (a) each Pricing Validity Period only applies to the Microsoft Online Service User Licence type purchased by you at the time of your initial order for those User Licences (for example, if you purchase Exchange Online (Plan 1) User Licences, the Pricing Validity Period does not apply to Exchange Online (Plan 2) User Licences);
- (b) if you increase your number of Microsoft Online Service User Licences under a current subscription, the price payable by you under your current Pricing Validity Period for that Microsoft Online Service User Licence type will apply (for example, if you purchased Exchange Online (Plan 1) User Licences on 1 January and you then purchased additional Exchange Online (Plan 1) User Licences on 1 June, the existing Pricing Validity Period will apply to those additional User Licences); and
- (c) if you purchase a different Microsoft Online Service User Licence type, a separate Pricing Validity Period will apply (for example, if you purchase Exchange Online (Plan 2) User Licences after purchasing Exchange Online (Plan 1) User Licences, a new Pricing Validity Period will apply to your Exchange Online (Plan 2) User Licences).

2.9 If you continue to use your Microsoft Online Service application at the end of the Pricing Validity Period, the monthly price payable by you for your Microsoft Online Service User Licences will be the then-current prices set out at <https://marketplace.telstra.com>. The monthly price payable by you at this time will be fixed for a further 12 month Pricing Validity Period.

### Third party programs

- 2.10 The Microsoft Online Services and /or Microsoft Software may include third party programs. Additional terms may apply to your use of those third party programs which will be notified to you by us, our suppliers or through the Microsoft Online Services. You must comply with any such additional terms.
- 2.11 The Microsoft Software may also contain third party open source programs that Microsoft, not the third party, licenses to you under Microsoft's licence terms. Notices, if any, for the third party open source programs are included for your information only.

### Pre-release Services and Code

- 2.12 The Microsoft Online Services may include pre-release services and/or pre-release code. Additional terms may apply to your use of those pre-release services and/or pre-release code which will be notified to you by us, our suppliers or through the Microsoft Online Services. You must comply with any such additional terms.

### Technical Limitations

- 2.13 The Microsoft Online Services are provided subject to certain technical limitations which only allow you to use the Microsoft Online Services in certain ways. You must not work around any applicable technical limitation.

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- 2.14 You must comply (and must ensure that your Users comply) with all applicable technical limitations. For further information regarding the applicable technical limitations for each Microsoft Online Service, refer to <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.

#### Intellectual Property Rights

- 2.15 The rights granted under these Microsoft Online Service Terms of Use and a User Licence to access the Microsoft Online Service or any software on any device do not give you or Users any right to use or exploit our or our supplier's (including Microsoft's) patents or other intellectual property rights in software or devices that access that device.
- 2.16 Without limiting anything else in Our Customer Terms, all intellectual property rights in documentation provided to you by us for training or education, or other information about the Microsoft Online Service are owned by us or Microsoft. You are granted no rights under such intellectual property rights and must not copy such documentation unless permitted by these Our Customer Terms.
- 2.17 Any person that has valid access to your computer or internal network may copy and use such documentation for your internal reference purposes. Documentation does not include electronic books.

#### Font Components

- 2.18 While the Microsoft Online Service or any related software is running, you and any Users under a User Licence may use fonts installed by the software or as part of the Microsoft Online Service ("**Fonts**") to display and print content.
- 2.19 You may only:
- (a) embed Fonts in content as permitted by the embedding restrictions in the Fonts; and
  - (b) temporarily download Fonts to a printer or other output device to print content.

#### Software Benchmark Testing

- 2.20 You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the Microsoft Online Service or related Microsoft Software. This does not apply to Windows Server or .NET Framework.
- 2.21 The Microsoft Software may include one or more components of the .NET Framework ("**.NET Components**"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set out at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to



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disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set out at <http://go.microsoft.com/fwlink/?LinkID=66406>.

### Multiplexing

2.22 Hardware or software you use to:

- (a) pool connections;
- (b) reroute information;
- (c) reduce the number of devices or Users that directly access or use the product; or
- (d) reduce the number of operating system environments, devices or Users the product directly manages,

(sometimes referred to as “**multiplexing**” or “**pooling**”), does not reduce the number of User Licences that you must purchase in relation to the Microsoft Online Services.

### Reallocation of User Licences

2.23 Except as permitted below, you may not reassign User Licences on a short-term basis (within 90 days of the last assignment).

2.24 Unless we tell you otherwise, you may:

- (a) permanently reallocate a User Licence from one User to another, provided that a User Licence cannot be reassigned back to a previous User of the same User Licence; or
- (b) temporarily reallocate a User Licence to a temporary User while the first User is absent. Reassignment of User Licences for any other purpose or timeframe must be permanent.

2.25 If you reassign a User Licence from one User to another, you must remove the software or block access from the former User's device.

### Additional service suspension rights

2.26 Without limiting any other right we may have, we may suspend the supply of a Microsoft Online Service (in whole or in part) with or without notice:

- (a) if you or a User uses the Microsoft Online Service in a way that we believe:
- (b) is fraudulent;
- (c) poses a direct or indirect threat to our security or network capability, functionality or integrity or anyone else's use of the Microsoft Online Service; or

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- (d) is illegal or likely to be found illegal;
- (e) in an emergency or if there are reasonable grounds to believe there is a threat or risk to the security of a Microsoft Online Service or integrity of our or our supplier's network;
- (f) if we reasonably believe it is necessary to prevent unauthorised access to any customer's data;
- (g) for Microsoft Online Service maintenance, if we reasonably believe it is necessary or desirable to do so to maintain or restore any part of the network;
- (h) if we reasonably believe it is necessary to comply with a legal requirement; or
- (i) if we reasonably believe that you have breached Our Customer Terms.

### 2.27 If we suspend a Microsoft Online Service:

- (a) we will provide advance notice before suspending the Microsoft Online Service, except where we or Microsoft reasonably believe an immediate suspension is required. We will provide at least 30 days' notice before suspending a Microsoft Online Service for non-payment;
- (b) we will provide you with the reason for such suspension at your request;
- (c) you and your Users may not be able to access any data through that Microsoft Online Service during the suspension period;
- (d) the suspension will only apply to the minimum necessary portion of the Microsoft Online Service and will only be in effect for as long as is reasonably necessary to address the issues which gave rise to the suspension; and
- (e) we may cancel your Microsoft Online Service subscription and delete your Customer Data without any retention period, if you do not fully address the reasons for the suspension within 60 days after we suspend your online service.

### 2.28 Without limiting anything else in Our Customer Terms, if:

- (a) you cancel your subscription to a Microsoft Online Service in accordance with Our Customer Terms; or
- (b) your subscription to a Microsoft Online Service is suspended (unless the suspension is at your request, for a material breach by the you, due to a system or network outage, or because we reasonably believe that you are a credit risk),

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we will:

- (c) except for the first month of the subscription term, refund to you any unused portion of your total monthly fees and any other amount you have prepaid on account or in advance for Microsoft Online Service which have not been provided to you; and
- (d) deduct from your refund any amounts that you owe to us, such as charges you incurred before the cancellation.

2.29 Without limiting anything else in Our Customer Terms, if you cancel your subscription to a Microsoft Online Service at any time before the end of the first month of your subscription, you agree that we are not required to refund the monthly fees and any other amount that you have prepaid on account or in advance for the Microsoft Online Service for the first month.

### Availability of Microsoft Online Services

2.30 You acknowledge that availability of the Microsoft Online Services, some service functionality, and language versions varies by country.

2.31 Your Users may only use the Microsoft Online Services and the functionality of the Microsoft Online Services that is made available in Australia. Further information regarding availability can be viewed at <http://www.microsoft.com/online/faq.aspx#international> or at any alternate site that Microsoft identifies from time to time.

### Responsibility for Your Accounts

2.32 Without limiting anything else in Our Customer Terms, you are responsible for:

- (a) passwords for Users, if any;
- (b) all activity with your Microsoft Online Service accounts, including that of Users; and
- (c) dealings with third parties that take place through your Microsoft Online Service account or associated accounts.

2.33 You must keep and ensure each User keeps your accounts and all non-public authentication credentials associated with your accounts (for example, passwords) confidential.

2.34 You must notify us right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the Microsoft Online Service.

### Software Licence Terms

2.35 These Software Licence Terms apply to your use of any Microsoft Software. You may install, and you and each User under a User Licence may use,

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Microsoft Software solely to sign into and use the Microsoft Online Service on your devices.

- 2.36 In some cases, the number of copies of the Microsoft Software you will be permitted to use or the number of devices on which you will be permitted to use the Microsoft Software will be limited.
- 2.37 Your right and any User's right to use Microsoft Software in relation to a Microsoft Online Service ends on the earlier of the date when:
  - (a) your subscription and right to use the Microsoft Online Service terminates, is cancelled or expires; or
  - (b) we update the Microsoft Online Service and it no longer supports the Microsoft Software.
- 2.38 You must uninstall the Microsoft Software when your right to use it ends. We may also disable it at that time.
- 2.39 From time to time, we or Microsoft may recommend or download updates to your devices. You may not receive notice when we or Microsoft downloads the update and you provide consent herein for such download.

### **On-premise Microsoft Software Licence Terms**

- 2.40 Without limiting anything else in Our Customer Terms, these Microsoft Online Service – Terms of Use also apply to your use of any On-premise Microsoft Software.
- 2.41 Subject to your payment of all applicable charges and your compliance with Our Customer Terms, we grant you a non-exclusive licence to install, use, access, display and run the On-premise Microsoft Software solely for the purpose of using the Microsoft Online Services during the term of your subscription. To avoid doubt, this licence expressly excludes all rights that are not expressly granted (including but not limited to a right to grant sublicences to any person).
- 2.42 Unless we agree otherwise with you in writing, the On-premise Microsoft Software licence granted to you:
  - (a) is non-transferable;
  - (b) is not perpetual;
  - (c) is limited to the number of copies of the On-premise Microsoft Software licensed to you as part of a Microsoft Online Service; and
  - (d) does not apply and is not in any way related to any order of fulfilment of software media.
- 2.43 All On-premise Microsoft Software provided to you is licensed and not sold.

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- 2.44 Except as permitted by a law which cannot be excluded or as otherwise agreed by us in writing, you must not (and must ensure that your Users) do not:
- (a) reverse engineer, decompile or disassemble any On-premise Microsoft Software;
  - (b) rent, lease, lend, resell or host to or for third parties any On-premise Microsoft Software;
  - (c) separate and use the components of any On-premise Microsoft Software on two or more computers, upgrade or downgrade components at different times or transfer components separately; or
  - (d) modify or create derivative works of the On-premise Microsoft Software.

### SQL Server Reporting Services Map Report Item

- 2.45 The Microsoft Software may include features that retrieve content such as maps, images and other data through the "Bing Maps" (or successor branded) application programming interface (the "**Bing Maps API**") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software.
- 2.46 You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API.
- 2.47 You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any road traffic data or bird's eye imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/fwlink/?LinkId=21969>.
- 2.48 You may not:
- (a) remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the Microsoft Software, including any content made available to you through the Microsoft Software; or
  - (b) publish the Microsoft Software, including any application programming interfaces included in the Microsoft Software, for others to copy; or
  - (c) share or otherwise distribute documents, text or images created using the software data mapping services features.

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### Updates

- 2.49 We (or Microsoft) may update or supplement the Microsoft Software licensed to you as part of your Microsoft Online Service. If so, you may use that update or supplement with the Microsoft Software subject to any additional terms that accompany that update or supplement.
- 2.50 If we (or Microsoft) modify the functionality or features of, or update, your Microsoft Online Service application or the Microsoft Software licensed to you as part of your Microsoft Online Service, you acknowledge that:
- (a) some previously available functionality or features may change or may no longer be available to you and your Users; and
  - (b) if you do not install (where relevant) and use the updated application or software, some features may not be available to you and your Users and the use of the application and software may be interrupted.
- 2.51 If we (or Microsoft) provide additional functionality for a Microsoft Online Service, additional licence terms and/or fees may apply. We will tell you beforehand if any additional terms or fees will apply to your ongoing use of a Microsoft Online Service.

### Activation

- 2.52 The following clauses in relation to activation apply to you if you receive Microsoft Software as part of your Microsoft Online Service which requires activation and a volume licensing key to install or access them. Activation associates the use of Microsoft Software with a specific device. For information about when activation or a key is required and the activation process, refer to the product activation section on <http://www.microsoft.com/licensing>.
- 2.53 You are responsible for the use of keys assigned to you and the activation of products using any key management service machine. You must ensure that all volume licensing key are kept confidential. You must not disclose keys to third parties at any time, even after your subscription ends and notwithstanding any time limitation to the contrary.
- 2.54 You acknowledge that:
- (a) during any multiple activation key activation, the Microsoft Software will send information about the Microsoft Software and the device to Microsoft;
  - (b) during any key management service host activation, the Microsoft Software will send information about the key management service host software and the host device to Microsoft; and
  - (c) key management service client devices activated using key management services do not send information to Microsoft but do require periodic reactivation with your key management service host.

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- 2.55 The information sent to Microsoft during activation includes:
- (a) the version, language and product key of the Microsoft Software;
  - (b) the Internet protocol address of the device; and
  - (c) information derived from the hardware configuration of the device.

By using the Microsoft Software, you consent to the transmission of this information.

- 2.56 Before you activate, you have the right to use the version of the Microsoft Software installed during the installation process. You are not licensed to continue to use the Microsoft Software after that time unless it is activated.
- 2.57 If your device is connected to the Internet, the Microsoft Software may automatically connect to Microsoft for activation. You may also activate the Microsoft Software manually by Internet or telephone. If you do so, Internet and telephone charges may apply.
- 2.58 Some changes to your Users' computer components or the Microsoft Software may require you to reactivate the Microsoft Software. The Microsoft Software will remind you to activate it until you do so.
- 2.59 You must not provide unsecured access to your key management service machines over an uncontrolled network, such as the Internet.
- 2.60 If there is any unauthorised use of your activation keys, Microsoft may:
- (a) prevent further activations by you;
  - (b) deactivate your keys or software; or
  - (c) otherwise block the key from activation or validation.

You acknowledge that key deactivation may require you to acquire a new key from Microsoft.

### Use of Other Web Sites and Services

- 2.61 You and each User may need to use Microsoft or Microsoft-approved web sites and services to access and use the Microsoft Online Service. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office store or other Microsoft marketplace. The terms of use that come with those sites, applications or services (as applicable) will apply to your use of them.

### Third Party Content and Services

- 2.62 To the extent permitted by law, we are not responsible for any third party content you or Users access directly or indirectly via the Microsoft Online Service.

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- 2.63 You are responsible for your dealings and any dealings of Users with any third party (including advertisers) related to the Microsoft Online Service (including the delivery of and payment for goods and services).

### Non-Microsoft Products

- 2.64 Your use of any Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product.
- 2.65 You understand that neither we nor Microsoft assume any responsibility or liability whatsoever for the Non-Microsoft Product.
- 2.66 You are solely responsible for any Non-Microsoft Product that you install or use with the Microsoft Online Service. We are not a party to and are not bound by any terms governing your use of any Non-Microsoft Product.
- 2.67 If you install or use any Non-Microsoft Product with the Microsoft Online Service, then you, not Microsoft or us, direct and control the installation and use of it in the Microsoft Online Service through your use of application programming interfaces and other technical means that are part of the Microsoft Online Service. We will not run or make any copies of such Non-Microsoft Product outside of our relationship with you.
- 2.68 If you install or use any Non-Microsoft Product with the online service, you may not do so in any way that would subject our or Microsoft's intellectual property or technology to obligations beyond those set out in Our Customer Terms.

### Software Plus Services

- 2.69 Microsoft may provide services related to your Microsoft Online Service through software features that connect with Microsoft or other service provider computer systems over the Internet ("**Software Plus Services**"). Microsoft may change or cancel these services at any time.
- 2.70 You must not use any Software Plus Services:
- (a) in any way that could harm the Software Plus Services or impair anyone else's use of them; or
  - (b) to try to gain unauthorised access to any service, data, account or network by any means.

### Your materials

- 2.71 You may be able to submit Customer Data for use in connection with the Microsoft Online Service.
- 2.72 When you submit Customer Data for use in connection with any Microsoft Online Service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:



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- (a) use, copy, distribute, display, publish, and modify your Customer Data;
- (b) publish your name in connection with the Customer Data; and
- (c) facilitate others' ability to do the same.

Some Microsoft Online Services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of the Customer Data.

- 2.73 You must secure all rights in your Customer Data necessary for us to provide you the Microsoft Online Service without violating the rights of any third party, or otherwise obligating Microsoft or us to you or any third party. Neither we nor Microsoft accepts or will accept any obligations set out in any separate license or other agreement that may apply to your Customer Data or use of the Microsoft Online Service
- 2.74 You are responsible for all Customer Data and other content sent using and/or included in the Microsoft Online Service.
- 2.75 As between you and us, you retain all right, title and interest in and to your Customer Data. We acquire no rights in Customer Data other than the rights you grant to us for the applicable Microsoft Online Service. This does not apply to software or services that we license to you.

### Acceptable Use

- 2.76 Without limiting anything else in Our Customer Terms, you must not and must ensure each User does not:
- (a) use the Microsoft Online Service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction;
  - (b) use the Microsoft Online Service to try to gain unauthorised access to or disrupt any service, data, account or network by any means;
  - (c) use the Microsoft Online Service to violate the rights of others;
  - (d) authorize any third party to access or use the Microsoft Online Service on your behalf (other than your employees, contractors or other persons authorized by you to use the Microsoft Online Service in connection with your business, as contemplated under Our Customer Terms);
  - (e) use any automated process or service to access or use the Microsoft Online Service such as a BOT, a spider or periodic caching of information stored by us or our suppliers;
  - (f) use the Microsoft Online Service to falsify any email header information (e.g. "spoofing"), send spam or distribute malware;

## OUR CUSTOMER TERMS CLOUD SERVICES – MICROSOFT ONLINE SERVICES

- (g) use the Microsoft Online Service to make available any offering designed to violate these terms (e.g. enable sending of spam, enable denial of service attacks etc.);
- (h) use the Microsoft Online Service in a way that could harm the Microsoft Online Service or impair anyone else's use of it; or
- (i) remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Microsoft Online Service.

### No High Risk Use

- 2.77 You acknowledge that the Microsoft Online Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted.
- 2.78 Neither you nor your Users have the right to use the Microsoft Online Service in any application or situation where the Microsoft Online Service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**").
- 2.79 Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems.
- 2.80 High Risk Use does not include use of the Microsoft Online Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

### Use of Customer Data

- 2.81 You consent to us and Microsoft using and disclosing Customer Data:
  - (a) to ensure compliance by you and your Users with Our Customer Terms;
  - (b) as required or authorised by law;
  - (c) to protect our rights or the rights of others;
  - (d) to provide the Microsoft Online Service to you;
  - (e) to provide troubleshooting for the Microsoft Online Service;
  - (f) to improve the Microsoft Online Service; and/or
  - (g) as otherwise provided in Our Customer Terms.

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- 2.82 We will use reasonable efforts to ensure that Microsoft does not disclose your Customer Data to a third party (including a law enforcement agency, other government entity or civil litigant (excluding our subcontractors)) except as you direct or unless required by law.
- 2.83 If a third party contacts Microsoft with a demand for your Customer Data:
- (a) Microsoft will attempt to direct the third party to request the Customer Data directly from you;
  - (b) Microsoft may provide your basic contact information to the third party to enable them to contact you; and
  - (c) if Microsoft is compelled to disclose your Customer Data to a third party, Microsoft will use commercially reasonable efforts to notify you in advance of the disclosure unless prohibited by law or a law enforcement agency.
- 2.84 You are responsible for responding to requests by a third party regarding your use of the Microsoft Online Service (such as a request to take down content under applicable legislation).

### Security of Customer Data

- 2.85 Without limiting anything else in Our Customer Terms, Microsoft will implement reasonable and appropriate technical and organisational measures (as described in the security overview applicable to the Microsoft Online Service) to help secure Customer Data which is accessed or processed by the Microsoft Online Services against accidental or unlawful loss, access or disclosure.
- 2.86 You agree that these measures are:
- (a) except as may be required by law, our and Microsoft's only responsibility with respect to the security and handling of Customer Data; and
  - (b) in place of any confidentiality obligation that applies to Customer Data contained in any other non-disclosure or confidentiality agreement we or Microsoft have with you.

For information on where to find the security overview for the Microsoft Online Service refer to <http://go.microsoft.com/fwlink/?LinkID=212058&clid=0x409>.

### Electronic Notices

- 2.87 You agree that we may provide you and you Users with information about the Microsoft Online Service in electronic form. It may be via email to the address you provide when you sign up for the Microsoft Online Service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the Microsoft Online Service, you have the software and hardware needed to receive these notices.

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- 2.88 You and any User must not use the Microsoft Online Service if you do not agree to receive these electronic notices.

#### Privacy

- 2.89 Without limiting anything else in Our Customer Terms, you acknowledge that Customer Data (including Personal Information as defined in the *Privacy Act 1988 (Cth)*) collected through a Microsoft Online Service may be transferred and stored and processed in the United States, Australia, Singapore or any other country in which Microsoft or its service providers and their subcontractors maintain facilities.
- 2.90 By using a Microsoft Online Service, you consent to the transfer of Customer Data (including Personal Information as defined in the *Privacy Act 1988 (Cth)*) outside of Australia.
- 2.91 You must also obtain the consent of each person who provides Customer Data (including Personal Information as defined in the *Privacy Act 1988 (Cth)*) to you to:
- (a) transfer that data to Microsoft and its agents; and
  - (b) permit its transfer, storage and processing in accordance with Our Customer Terms.
- 2.92 We agree to comply, and will use reasonable efforts to ensure our suppliers comply, with the *Privacy Act 1988 (Cth)*, the *Telecommunications Act 1997 (Cth)*, the *Spam Act 2003 (Cth)* and the *Do Not Call Register Act 2006 (Cth)* in relation to Customer Data.
- 2.93 You agree that Customer Data (including Personal Information as defined in the *Privacy Act 1988 (Cth)*) collected through a Microsoft Online Service may be used by Microsoft Regional Sale Corporation and its affiliates for the purposes of calculating amounts payable, tracking and monitoring usage of the Microsoft Online Services, support services and internal analysis.
- 2.94 Unless you otherwise notify us, by using the Microsoft Online Service, you consent and agree to provide the consent of each User to Microsoft Regional Sale Corporation and its affiliates contacting you for the purposes of marketing or selling its products and services.
- 2.95 We will use reasonable efforts to ensure that any collection, use and disclosure by Microsoft Regional Sale Corporation and its affiliates of Customer Data is in accordance with its privacy policies, generally or which are applicable to the specific Microsoft Online Service.

#### Retention of data

- 2.96 Upon termination or expiration of your subscription to a Microsoft Online Service, you must notify us whether you want Microsoft to either:

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- (a) disable your account and delete your Customer Data, in which case you will not be able to extract your Customer Data from your account; or
  - (b) retain your Customer Data stored in the Microsoft Online Service in a limited function account for at least 90 days after the expiration or termination of your subscription ("Holding Period"), during which period you may extract your Customer Data from your User's accounts at your own cost.
- 2.97 If you do not notify us to either disable your account or retain your Customer Data for the Holding Period, Microsoft will retain your Customer Data for the Holding Period.
- 2.98 If your Customer Data is retained during the Holding Period, at our request, you must reimburse us for any reasonable costs incurred by us as a result of the retention of your Customer Data.
- 2.99 You are advised to extract your data from your User's accounts as soon as possible after your subscription to such Microsoft Online Service expires or terminates because your accounts may be permanently deactivated after the end of the Holding Period.
- 2.100 You agree that after the end of the Holding Period, we may permanently deactivate and disable your and your User's accounts and delete Customer Data in such accounts. Cached or back-up copies will be purged within 30 days of the end of the Holding Period.
- 2.101 You understand that the Microsoft Online Service may not support retention or extraction of software provided by you to run in the Microsoft Online Service.

### **No Liability for Deletion of Customer Data**

- 2.102 You agree that, other than as described above, neither we nor our suppliers have any obligation to continue to hold, export or return your Customer Data. You agree that neither we nor our suppliers have any liability whatsoever for deletion of your Customer Data pursuant to the above terms.

### **Additional termination consequences**

- 2.103 If you wish to terminate your subscription to any Microsoft Online Service, you may do so in the Telstra Apps Marketplace administration portal.

### **Regulatory requirements**

- 2.104 Without limiting anything else in Our Customer Terms, we may modify or cancel a Microsoft Online Service where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the Microsoft Online Service without modification and/or causes Microsoft to believe that

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these Microsoft Online Service Terms of Use or the Microsoft Online Service may be in conflict with any such requirement or obligation.

### Compliance with laws and regulations

- 2.105 We will use reasonable efforts to ensure that Microsoft complies with all laws and regulations applicable to its provision of the Microsoft Online Services (including applicable security breach notification laws), but not including any laws or regulations applicable to you or your industry that are not generally applicable to information technology services providers.
- 2.106 You must comply with all laws and regulations applicable to your Customer Data and use of the Microsoft Online Services, including any laws and regulations applicable to you or your industry.

### Changing licence numbers

- 2.107 If you wish to decrease the number of User Licences under your subscription, you may do so in the Telstra Apps Marketplace administration portal
- 2.108 If you wish to increase the number of User Licences for your Microsoft Online Service subscription, your customer administrator or Support Partner will be able to do this through the Telstra Apps Marketplace administration portal. The additional User Licences will be included in your existing subscription and will be co-terminus with your existing User Licences. The additional User Licences will be charged at the price that is payable by you under your current Pricing Validity Period for that User Licence type.

### Moving to a Microsoft Office 365 Suite

- 2.109 If you wish to move your User Licences for the standalone Microsoft Online Service application to a Microsoft Office 365 Suite, you will need to complete the following steps:
- (a) Purchase the new Microsoft Office 365 Suite in the Telstra Apps Marketplace portal
  - (b) Re-assign your users from your existing service to the new Office 365 Suite
  - (c) Cancel your existing subscription for the standalone Microsoft Online Service application.

### Microsoft Online Portal

- 2.110 The Microsoft Online Portal is a web portal hosted by Microsoft that your customer administrator or Support Partner can access and use to manage user accounts for your Microsoft Online Service.
- 2.111 Only Users who have administration rights in the Microsoft Online Portal can access and use the Microsoft Online Portal.

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### System requirements

2.112 You are responsible for having the platforms, systems, hardware and software for each User which is required for access to, and use of, the Microsoft Online Service as set out on <https://marketplace.telstra.com> or as otherwise advised by us or Microsoft from time to time. You acknowledge that if you do not have such platforms, systems, hardware or software you and your Users may not be able to access or use the Microsoft Online Service. In such circumstances, you must still pay all fees and charges in relation to your subscription for the Microsoft Online Service.

### Disclaimer

2.113 Without limiting any other disclaimers in Our Customer Terms, you acknowledge that the information, software, products, and services included in or available through the Microsoft Online Service may include errors, including inaccuracies or typographical errors.

2.114 To the extent permitted by law, we (including our affiliates) do not and our suppliers (including their affiliates) do not, make any representations or warranties in relation to the Microsoft Online Service (including fitness for a particular purpose, merchantability, title and non-infringement of third party rights, or that the Microsoft Online Service will be uninterrupted or error free), and have no liability for damages, whether direct, indirect or consequential, arising from the use by you or your Users of the Microsoft Online Service.

2.115 To the extent there are any warranties in relation to the Microsoft Online Service which cannot be excluded by law, our liability (and that of our suppliers) for breach of such warranty will, to the extent permitted by law, be limited, at our option, to the supply of the Microsoft Online Service again or the payment of the cost of having the Microsoft Online Service supplied again.

2.116 We and Microsoft affiliates disclaim any express or implied warranty of fitness for high risk activities. Without limiting anything else in Our Customer Terms, you acknowledge that the Microsoft Online Service is not fault-tolerant and is not designed, manufactured or intended for use with on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the application could lead directly to death, personal injury, or severe physical, property or environmental damage ("**high risk activities**"). To the extent permitted by law, we and our suppliers and contractors, disclaim any express or implied warranty of fitness for purpose of the Microsoft Online Services for high risk activities.

### Liability

2.117 We will not be responsible or liable in any way for:

- (a) unauthorised access to or alteration of your transmissions or data with, any material or data sent or received or not sent or received with, or any transactions entered into through or in connection with, the Microsoft Online Service;

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- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights;
- (c) any content sent using and/or included in the Microsoft Online Service; and/or
- (d) the deletion, corruption or failure to store any messages or other content maintained or transmitted by the Microsoft Online Service.

### Indemnity

2.118 You agree to indemnify and hold us (and our suppliers including Microsoft) harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party due to or arising out of your or your User's use of, or conduct while using, the Microsoft Online Service.

### Application of Microsoft Terms and Conditions

- 2.119 You acknowledge that Terms and Conditions of Microsoft are included on the Microsoft Online Portal ("**MOP**") and other Microsoft sites in relation to the Microsoft Online Services, including an Acceptable Use Policy (the "**MOP Terms**").
- 2.120 To the extent of any inconsistency between the MOP Terms and Our Customer Terms, Our Customer Terms apply.

### Professional services

2.121 We may provide you with professional services on request or as part of a bundle (for instance, and without limitation, as set out in clause 23.1 below). Unless indicated otherwise (for instance, and without limitation, in clause 23.5(d) below), the relevant professional services shall be provided on the terms set out in the Professional Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-services/professional-services>).

## 3 MICROSOFT EXCHANGE ONLINE

### What is Microsoft Exchange Online?

- 3.1 The Microsoft Exchange Online application is a Microsoft hosted enterprise messaging application based on the Microsoft Exchange Server application. The Microsoft Exchange Online application is hosted and provided by third party suppliers.
- 3.2 We make the Microsoft Exchange Online application available to your employees, agents and contractors in respect of which you hold a User Licence for the Microsoft Exchange Online application either as a standalone application or as part of an eligible Microsoft Office 365 Suite.
- 3.3 We offer the following types of User Licences for the Microsoft Exchange Online application:



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- (a) Exchange Online Kiosk User Licence;
- (b) Exchange Online (Plan 1) User Licence; and
- (c) Exchange Online (Plan 2) User Licence.

3.4 The key application features for each User Licence type are set out in the table below in addition to the key application features of the Microsoft Exchange Online application provided under the Office 365 Suites.

### Term

- 3.5 You must subscribe to the Microsoft Exchange Online application on a casual (month to month) basis.
- 3.6 Unless you or we cancel your Microsoft Exchange Online application subscription, your subscription will automatically renew on a monthly basis.

### Application features

3.7 The Microsoft Exchange Online application includes the following features (which may be revised by us from time to time in accordance with these Our Customer Terms) and such other standard user features which are advised from time to time by us or Microsoft:

<b>Application Feature</b>	For each User for which you maintain an <b>Exchange Online Kiosk</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 1)</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>Mailbox size</b>	2 gigabyte (GB) per User	50 gigabyte s (GB) of storage per User	50 gigabyte s (GB) of storage per User	50 gigabyte s (GB) of storage per User	50 gigabyte s (GB) of storage per User	50 gigabyte s (GB) of storage per User

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<b>Application Feature</b>	For each User for which you maintain an <b>Exchange Online Kiosk</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 1)</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
		apportioned between the User's primary mailbox and personal archive	in the User's primary mailbox, plus unlimited storage in the User's personal archive	apportioned between the User's primary mailbox and personal archive	apportioned between the User's primary mailbox and personal archive	apportioned between the User's primary mailbox and personal archive
<b>Maximum number of mailboxes</b>	As advised by us or Microsoft from time to time	As advised by us or Microsoft from time to time	As advised by us or Microsoft from time to time	25 User mailboxes	300 User mailboxes	300 User mailboxes
<b>Outlook Web App (regular and light versions)</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Mailbox access through the</b>	Yes	Yes	Yes	Yes	Yes	Yes

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<b>Application Feature</b>	For each User for which you maintain an <b>Exchange Online Kiosk</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 1)</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>POP3 protocol</b>						
<b>IMAP mailbox access through the IMAP4 protocol</b>	No	Yes	Yes	Yes	Yes	Yes
<b>Support of Microsoft Exchange ActiveSync®</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Hosted voicemail (unified messaging)</b>	No	No	Yes	No	No	No
<b>Legal hold capabilities which help preserve mailbox contents for a specific period</b>	No	No	Yes	No	No	No
<b>Shared mailbox functionality</b>	No	Yes	Yes	Yes	Yes	Yes

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<b>Application Feature</b>	For each User for which you maintain an <b>Exchange Online Kiosk</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 1)</b> User Licence	For each User for which you maintain an <b>Exchange Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> or <b>Office 365 Business Premium</b> User Licence
<b>Global Address List access</b>	Yes	Yes	Yes	Yes	Yes	Yes

3.8 The Microsoft Exchange Online application also provides:

- (a) spam filtering and virus protection through Exchange Online Protection;
- (b) migration tools to allow you to migrate email data to Microsoft Exchange Online mailboxes;
- (c) Microsoft data protection and security features; and
- (d) access to and use of the Microsoft Online Portal.

Further details in relation to these features are set out below.

### **Application features - SPAM filtering**

3.9 The spam filtering feature operates through Exchange Online Protection for incoming email sent to users through the Microsoft Exchange Online application. It identifies and prevents emails that are suspected spam from reaching your mailbox.

3.10 You acknowledge that the spam protection feature:

- (a) may not prevent all spam from reaching a User's mailbox; and

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- (b) may prevent some emails that are not spam from reaching a User's mailbox.

### Application features - Virus protection

- 3.11 Subject to the limitations that are set out below, the virus protection feature operates through Exchange Online Protection to help protect incoming, outgoing, and internal messages from malicious software transferred through email.
- 3.12 You acknowledge that the virus scanning feature cannot guarantee that:
  - (a) all viruses will be detected; and
  - (b) your email system will be completely protected against viruses.
- 3.13 You acknowledge that the virus scanning feature may:
  - (a) prevent some emails which are not infected with viruses from reaching you; and
  - (b) cause a delay in delivery of emails to your mailbox.

### Application features - Data protection and security

- 3.14 The Microsoft data protection and security features in the Microsoft Exchange Online application include:
  - (a) deleted item recovery for up to 14 days from the time of deletion;
  - (b) deleted user mailbox recovery for up to 30 days from the time of deletion; and
  - (c) continuous intrusion monitoring and detection to help notify you of connection attempts that are classified as suspicious.
- 3.15 You acknowledge that the above data protection and security features cannot guarantee against or prevent all security leaks and breaches.

### Application features - Mobility

- 3.16 A User can access their Microsoft Exchange Online application mailbox on a compatible device. For more information about the range of compatible devices, see <http://office.microsoft.com/en-us/office365-suite-help/compare-how-different-mobile-devices-work-with-office-365-HA103991814.aspx?CTT=5&origin=HA102817415> or any alternate site advised by us from time to time.
- 3.17 It is your responsibility to procure, deploy, manage settings for, and support, your device(s) and the necessary software on it and to ensure you have an appropriate and compatible data plan in place to access Microsoft Exchange Online through your device(s).

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### Application features - Migration Tools

- 3.18 The migration tools available on the Microsoft Online Portal will help you migrate compatible data to Microsoft Exchange Online mailboxes.

### Hosted Voicemail (Unified Messaging)

- 3.19 The Exchange Online (Plan 2) User Licence offers a hosted voicemail (unified messaging) application feature which allows you to connect compatible on-premises phone systems to voicemail services provided by Microsoft Exchange Online.
- 3.20 If you have purchased Exchange Online (Plan 2) User Licences and you wish to implement the hosted voicemail (unified messaging) application feature, you must engage your PABX provider or a certified Microsoft partner to assist you. If you choose to implement the hosted voicemail (unified messaging) application feature, you acknowledge that we will not support your implementation or ongoing use of the hosted voicemail (unified messaging) application feature.
- 3.21 You may require additional hardware and/or PBX configuration services to implement and use the hosted voicemail (unified messaging) application feature. It is your responsibility to acquire all required hardware and configuration services.

## 4 MICROSOFT EXCHANGE ONLINE ARCHIVING

### What is Microsoft Exchange Online Archiving?

- 4.1 The Microsoft Exchange Online Archiving application is a Microsoft hosted archiving solution for organisations who have deployed Exchange Server on-premises. The Microsoft Exchange Online Archiving application is hosted and provided by third party suppliers.
- 4.2 We make the Microsoft Exchange Online Archiving application available to your employees, agents and contractors in respect of which you hold a User Licence for the Microsoft Exchange Online Archiving application.

### Term

- 4.3 You must subscribe to the Microsoft Exchange Online Archiving application on a casual (month to month) basis.
- 4.4 Unless you or we cancel your Microsoft Exchange Online Archiving application subscription, your subscription will automatically renew on a monthly basis.

### Trials

- 4.5 A trial for Microsoft Exchange Online Archiving is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").

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- 4.6 Only one trial is permitted per customer.
- 4.7 After the Trial Period, if you do not subscribe to Microsoft Exchange Online Archiving in respect of all Users for whom the trial was undertaken then, User information and data (including mailbox content, hosted data and other related settings) will be stored for 30 days only and will then be deleted.
- 4.8 If you subscribe to Microsoft Exchange Online Archiving for a number of Users that is less than the number of Users for the trial, then only the information and data, including mailbox content, hosted data and other related settings, for the subscribed number of Users will be migrated. It is your responsibility to, within 30 days, disable the Users information and data you do not wish to continue. You can do this through the Microsoft Online Portal. If you fail to select the Users who will be migrated within 30 days then we will select them and the information and data for other Users will be deleted.

### Application features

- 4.9 The Microsoft Exchange Online Archiving application includes the following features (which may be revised by us from time to time in accordance with Our Customer Terms) and such other standard user features which are advised from time to time by us or Microsoft:
  - (a) unlimited storage in a cloud-based personal archive for each User for which you maintain a Microsoft Exchange Online Archiving User Licence;
  - (b) access to retention policies that can be applied to specific folders in users' inboxes;
  - (c) multi-mailbox search functionality; and
  - (d) archive delegate access functionality.

### Application features - Personal Archive

- 4.10 Each User for which you maintain a Microsoft Exchange Online Archiving User Licence will receive a personal archive. A personal archive is a specialised mailbox that appears alongside the User's primary mailbox folder in compatible versions of Microsoft Office Outlook and Microsoft Office Online.
- 4.11 A personal archive can only be used for the storage of messaging data.
- 4.12 A User can import data to their personal archive in the following four ways:
  - (a) import data from a .pst file using Outlook's Import and Export wizard;
  - (b) drag email messages from .pst files into the archive;
  - (c) drag email messages from the primary mailbox into the archive; and

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- (d) let archive policies automatically move email messages from the primary mailbox, based on the age of the messages.

### **Application features - Data protection and security**

- 4.13 The Microsoft data protection and security features in the Microsoft Exchange Online Archiving application include:
- (a) deleted item recovery for up to 14 days from the time of deletion;
  - (b) deleted user mailbox recovery for up to 30 days from the time of deletion; and
  - (c) continuous intrusion monitoring and detection to help notify you of connection attempts that are classified as suspicious.
- 4.14 You acknowledge that the above data protection and security features cannot guarantee against or prevent all security leaks and breaches.

### **Application features - Access to Microsoft Exchange Online Archiving**

- 4.15 The Microsoft Exchange Online Archiving application allows users to connect to their archive mailboxes from the following compatible platforms:
- (a) Microsoft Outlook 2013;
  - (b) Microsoft Outlook 2010;
  - (c) Microsoft Office Outlook 2007; and
  - (d) Microsoft Office Outlook Web App (excluding Outlook Web App Light).
- 4.16 If you use Microsoft Office Outlook 2007 to access your Microsoft Exchange Online Archiving application, not all features of the Microsoft Exchange Online Archiving Application will be available to your Users. The features that will not be available to Microsoft Office Outlook 2007 Users include (but are not limited to):
- (a) ability to apply retention or archive policies to items in the User's archive mailboxes; and
  - (b) ability to search the on-premises mailbox and cloud-based archive at the same time.
- 4.17 The platforms and protocols that are not supported by the Microsoft Exchange Online Archiving application include (but are not limited to):
- (a) Outlook Web App Light;
  - (b) Microsoft Outlook for Mac 2011;
  - (c) Microsoft Entourage 2008 Web Services Edition;



## OUR CUSTOMER TERMS CLOUD SERVICES – MICROSOFT ONLINE SERVICES

- (d) access using Internet Message Access Protocol (IMAP) or Post Office Protocol (POP); and
  - (e) Microsoft Exchange ActiveSync protocol.
- 4.18 All network connectivity to your User's personal archive occurs over the Internet. A VPN connection is only required if VPN access is required to access your User's primary mailbox located on your on-premises server.

### 5 MICROSOFT SHAREPOINT ONLINE

#### What is Microsoft SharePoint Online?

- 5.1 The Microsoft SharePoint Online application is a Microsoft hosted document collaboration application based on the Microsoft SharePoint application. The Microsoft SharePoint Online application is hosted and provided by third party suppliers.
- 5.2 We make the Microsoft SharePoint Online application available to your employees, agents and contractors in respect of which you hold a User Licence for the Microsoft SharePoint Online application either as a standalone application or as part of an eligible Microsoft Office 365 Suite.
- 5.3 We offer the following types of User Licences for the Microsoft SharePoint Online application:
- (a) SharePoint Online Kiosk User Licence (unless we agree otherwise with you, the SharePoint Online Kiosk User Licence is only available for purchase as part of the Office 365 Enterprise K1 suite);
  - (b) SharePoint Online (Plan 1) User Licence; and
  - (c) SharePoint Online (Plan 2) User Licence.
- 5.4 The key application features for each User Licence type are set out in the table below in addition to the key application features of the Microsoft SharePoint Online application provided under the Office 365 Suites.

#### Term

- 5.5 You must subscribe to the Microsoft SharePoint Online application on a casual (month to month) basis.
- 5.6 Unless you or we cancel your Microsoft SharePoint Online application subscription, your subscription will automatically renew on a monthly basis.

#### Application features

- 5.7 The Microsoft SharePoint Online application includes the following features (which may be revised by us from time to time in accordance with these Our Customer Terms) and such other standard User features which are advised from time to time by us or Microsoft:

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<b>Application Feature</b>	For each User for which you maintain a <b>SharePoint Online Kiosk</b> User Licence	For each User for which you maintain a <b>SharePoint Online (Plan 1)</b> User Licence	For each User for which you maintain a <b>SharePoint Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>Storage</b>	10 GB	10 GB (plus 500 MB per User Licence)	10 GB (plus 500 MB per User Licence)	10 GB (plus 500 MB per User Licence)	10 GB (plus 500 MB per User Licence)	10 GB (plus 500 MB per User Licence)
<b>Team sites</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Simple public-facing site</b>	No	1 basic public facing site included	1 basic public facing site included	1 basic public facing site included	1 basic public facing site included	Yes
<b>Enterprise features (forms services, Excel services, Visio services)</b>	No	No	Yes	No	No	No
<b>Number of site collections</b>	Not applicable	Up to 300	Up to 300	Single site collection	Up to 20	Single site collection
<b>Basic external</b>	No	Yes	Yes	Yes	Yes	Yes

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## CLOUD SERVICES – MICROSOFT ONLINE SERVICES

Application Feature	For each User for which you maintain a <b>SharePoint Online Kiosk</b> User Licence	For each User for which you maintain a <b>SharePoint Online (Plan 1)</b> User Licence	For each User for which you maintain a <b>SharePoint Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsize Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>document sharing</b>						

### Application features - Storage

- 5.8 If you purchase a Microsoft SharePoint Online subscription, you will be allocated an initial 10GB of storage.
- 5.9 You will also be allocated 500MB of storage per User unless you have purchased a SharePoint Online Kiosk User Licence (in which case, your storage will be limited to the initial 10GB storage allocation unless you purchase additional Microsoft SharePoint Online Storage). This storage will be pooled and available for allocation across multiple site collections

### Application features - Basic external document sharing

- 5.10 Microsoft SharePoint Online can offer customers who purchase eligible User Licences basic external document sharing functionality which can allow customers to invite external Users to view, share, and collaborate on Microsoft SharePoint Online sites, lists and libraries. An external User has access to only the site collection they are invited into.
- 5.11 If you have subscribed to an Office 365 Enterprise K1 suite, you acknowledge that you will not have access to this basic external document sharing functionality.
- 5.12 You must maintain an "external user" partner access licence for each of your external Users. An external User means Users that are not your or your affiliates' employees, on-site contractors or on-site agents.

## OUR CUSTOMER TERMS CLOUD SERVICES – MICROSOFT ONLINE SERVICES

- 5.13 If you have subscribed to:
- (a) SharePoint Online (Plan 1) or SharePoint Online (Plan 2) either as a standalone application or as part of a Microsoft Office 365 Enterprise suite, you are only eligible to receive up to a total of 10,000 partner access licences;
  - (b) a Microsoft Office 365 Midsized Business suite, you are only eligible to receive up to a total of 10,000 partner access licences; and
  - (c) a Microsoft Office 365 Small Business suite, you are only eligible to receive up to a total of 500 partner access licences.

You acknowledge that the total number of partner access licences provided under this section applies at a customer level (and not on a per subscription basis).

- 5.14 If your Microsoft SharePoint Online subscription has expired or has been cancelled, all partner access licences connected with that subscription will expire and will be disabled.

### Application features - Virus protection

- 5.15 Subject to the limitations that are set out below, the virus protection feature operates for incoming email sent to Users through the Microsoft SharePoint Online application. It identifies and prevents emails that have a virus that is known by the software from reaching your mailbox.
- 5.16 Subject to the limitations that are set out below, if the virus scanning feature suspects an email contains a virus then the email will be placed in quarantine where the virus scanning feature will attempt to clear the email of the virus. If the feature clears the virus, the email will then be sent to you.
- 5.17 You acknowledge that the virus scanning feature cannot guarantee that:
- (a) all viruses will be detected; and
  - (b) your email system will be completely protected against viruses.
- 5.18 You acknowledge that the virus scanning feature may:
- (a) prevent some emails which are not infected with viruses from reaching you; and
  - (b) cause a delay in delivery of emails to your mailbox.

### Application features - Mobility

- 5.19 A User can access their Microsoft SharePoint Online application collaboration sites on their compatible device. For more information about the range of compatible devices, see <http://office.microsoft.com/en-us/office365-suite-help/compare-how-different-mobile-devices-work-with-office-365->

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## CLOUD SERVICES – MICROSOFT ONLINE SERVICES

[HA103991814.aspx?CTT=5&origin=HA102817415](https://www.telstra.com.au/HA103991814.aspx?CTT=5&origin=HA102817415) or any alternate site advised by us from time to time.

- 5.20 It is your responsibility to procure, deploy, manage settings for, and support, your device(s) and the necessary software on it and to ensure you have an appropriate and compatible data plan in place to access Microsoft SharePoint Online through your device(s).

### **6 OFFICE 365 EXTRA FILE STORAGE (FORMELY MICROSOFT SHAREPOINT ONLINE STORAGE)**

#### **What is Office 365 Extra File Storage?**

- 6.1 Office 365 Extra File Storage is available for subscription, in the increments set out on the Office 365 Extra File Storage site on <https://marketplace.telstra.com>, by customers who have purchased User Licences for the Microsoft SharePoint Online application either as:
- (a) a standalone application; or
  - (b) as part of any Microsoft Office 365 Suite other than Microsoft Office 365 for professionals and small businesses.
- 6.2 The Office 365 Extra File Storage add on is hosted and provided by third party suppliers.
- 6.3 Office 365 Extra File Storage will be shared storage for your subscription to Microsoft SharePoint Online. The Microsoft SharePoint Online application administrator can allocate the storage acquired and set the storage limit to any of their enabled Users or sites as they choose. Allocation must be undertaken through the Microsoft Online Portal.

#### **Term**

- 6.4 You must subscribe to the Office 365 Extra File Storage application on a casual (month to month) basis.
- 6.5 Unless you or we cancel your Office 365 Extra File Storage application subscription, your subscription will automatically renew on a monthly basis.
- 6.6 On the date your corresponding Microsoft SharePoint Online subscription expires, the Office 365 Extra File Storage connected with that subscription will expire and your full access to the Office 365 Extra File Storage will be disabled.
- 6.7 If you terminate your corresponding Microsoft SharePoint Online subscription, the Office 365 Extra File Storage connected with that subscription will also automatically terminate immediately and no early termination charges will apply in relation to the Microsoft SharePoint Online Storage.
- 6.8 You can decrease the size of your subscription for the Office 365 Extra File Storage by subscribing to a lower storage amount and terminating your

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existing subscription. It is your responsibility to ensure that all data which you wish to retain has been allocated to your new subscription before your existing subscription is terminated. Allocation must be undertaken through the Microsoft Online Portal.

#### Your data

- 6.9 If your Office 365 Extra File Storage subscription is terminated for any reason, neither we nor our suppliers have any obligation to continue to hold, export or return any data or information in your Office 365 Extra File Storage and it may be deleted immediately. To the extent permitted by law, neither we nor our suppliers have any liability whatsoever for such deletion of information or data.
- 6.10 If your Office 365 Extra File Storage subscription expires because your corresponding Microsoft SharePoint Online subscription expires, we will maintain your information and data of such Office 365 Extra File Storage on the same terms and for the same duration as we maintain your information and data under your Microsoft SharePoint Online subscription.

## 7 SKYPE FOR BUSINESS ONLINE (FORMERLY MICROSOFT LYNC ONLINE)

#### What is Skype for Business Online?

- 7.1 The Skype for Business Online application is a Microsoft hosted communications application that uses software, and delivers functionality, substantially similar to the Skype for Business Server application (although not all features of the Skype for Business Server application are provided as part of the Skype for Business Online application). The Skype for Business Online application is hosted and provided by third party suppliers.
- 7.2 We make the Skype for Business Online application available to your employees, agents and contractors in respect of which you hold a User Licence for the Skype for Business Online application either as a standalone application or as part of an eligible Microsoft Office 365 Suite.
- 7.3 We offer the following types of User Licences for the Skype for Business Online application:
- (a) Skype for Business Online (Plan 1) User Licence; and
  - (b) Skype for Business Online (Plan 2) User Licence; and
  - (c) Skype for Business Online Cloud PBX User License (Only available as an add-on to Skype for Business Online (Plan 2) User Licence; or Office 365 Enterprise E1; or Office 365 Enterprise E3); and
  - (d) Skype for Business Plus CAL User License (Only available as an add-on to Skype for Business Online (Plan 2) User Licence; or Office 365 Enterprise E1; or Office 365 Enterprise E3);

## OUR CUSTOMER TERMS CLOUD SERVICES – MICROSOFT ONLINE SERVICES

7.4 The key application features for each User Licence type are set out in the table below in addition to the key application features of the Skype for Business Online application provided under the Office 365 Suites.

### Term

7.5 You must subscribe to the Skype for Business Online application on a casual (month to month) basis.

7.6 Unless you or we cancel your Skype for Business Online application subscription, your subscription will automatically renew on a monthly basis.

### Application features

7.7 The Skype for Business Online application includes the following features (which may be revised by us from time to time in accordance with Our Customer Terms) and such other standard User features which are advised from time to time by us or Microsoft:

<b>Application Feature</b>	For each User for which you maintain a <b>Skype for Business Online (Plan 1)</b> User Licence	For each User for which you maintain a <b>Skype for Business Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsized Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>Instant messaging and presence</b>	Yes	Yes	Yes	Yes	Yes
<b>Skype for Business -to- Skype for Business audio/video calling</b>	Yes	Yes	Yes	Yes	Yes
<b>Skype for Business external connectivity</b>	Yes	Yes	Yes	Yes	Yes
<b>Authenticated attendee in</b>	Yes	Yes	Yes	Yes	Yes

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<b>Application Feature</b>	For each User for which you maintain a <b>Skype for Business Online (Plan 1)</b> User Licence	For each User for which you maintain a <b>Skype for Business Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Midsized Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>Skype for Business meetings</b>					
<b>Initiate ad-hoc and scheduled online meetings</b>	No	Up to 250 attendees	Up to 250 attendees	Up to 250 attendees	Up to 250 attendees
<b>Initiate multi-party Skype for Business - based audio/video</b>	No	Yes	Yes	Yes	Yes
<b>Initiate interactive data sharing (screen/application/whiteboard)</b>	No	Yes	Yes	Yes	Yes
<b>On premises rights</b>	No	Yes	No	No	No
<b>Call management capabilities (make, receive and transfer calls) in the cloud</b>	No	Yes – requires a Skype for Business Online Cloud PBX User License	No	No	No
<b>Authorisation for users to access enterprise telephony and</b>	No	Yes - Skype for Business Plus CAL User License	No	No	No



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<b>Application Feature</b>	For each User for which you maintain a <b>Skype for Business Online (Plan 1)</b> User Licence	For each User for which you maintain a <b>Skype for Business Online (Plan 2)</b> User Licence	For each User for which you maintain an <b>Office 365 Small Business</b> or <b>Office 365 Small Business Premium</b> User Licence ( <b>Plan P</b> )	For each User for which you maintain an <b>Office 365 Mid-sized Business</b> User Licence ( <b>Plan M</b> )	For each User for which you maintain an <b>Office 365 Business Essentials</b> User Licence or <b>Office 365 Business Premium</b> User Licence
<b>call management features in Skype for Business Server</b>					

### Application features - Instant Messaging and Presence

- 7.8 The Skype for Business Online application offers instant messaging and presence functionality.
- 7.9 Instant messaging is the ability to transfer text messages over an Internet protocol network to eligible Users.
- 7.10 Presence is the ability to detect another User's availability using a compatible application. Each individual User has a maximum of 250 presence subscribers. A presence subscriber is a User who can see that presence availability of another User.

### Application features - Skype for Business -to- Skype for Business audio/video calling

- 7.11 The Skype for Business Online application allows Users to make computer-to-computer audio and video calls using compatible hardware and software which are routed between:
- (a) two computers within your organisation (within or outside of your corporate firewall); or
  - (b) properly configured, supported and permitted federated domains.
- 7.12 You acknowledge that audio and video quality may vary depending on your network performance.

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### **Application features - Skype for Business external connectivity (Skype for Business federation)**

- 7.13 The Skype for Business Online application provides external connectivity functionality which allows your Users to connect with external Users of the Skype for Business Online application and Skype for Business Server or any other compatible version of Skype for Business Server advised by us from time to time (hosted by those Users on-premise) by enabling Users to:
- (a) view the presence information of authorised external Users; and
  - (b) communicate with authorised external Users via instant messaging and Skype for Business -to- Skype for Business audio and video calls.
- 7.14 You acknowledge that the external connectivity functionality provided by the Skype for Business Online application will only be available to your Users if:
- (a) Users (internal and external) have provided their consent to the use of the external connectivity functionality; and
  - (b) all applicable configuration requirements (as advised by us or Microsoft from time to time) are satisfied.
- 7.15 It is your responsibility to ensure that all required consents are obtained and that all applicable configuration requirements are satisfied.

### **Your responsibilities - Recording of web conferences**

- 7.16 By your use of the Skype for Business Online application, Users may record meetings and collect and use identifying information about the participants using Skype for Business Online application. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage and use of personally identifiable information.
- 7.17 You agree:
- (a) to comply with all applicable laws;
  - (b) to provide any reasonable assistance requested to assist us in complying with our obligations under applicable laws; and
  - (c) to obtain all necessary consents and make all necessary disclosures before you or any User accesses or uses the Skype for Business Online application and/or the recording feature(s).

### **Software Notice**

- 7.18 You acknowledge that Skype for Business Online may include Silverlight software. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. The following notice applies to all Silverlight software supplied

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to you and your Users in connection with your Skype for Business Online application:

**Notice:** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

- 7.19 This notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the Video Standards compliant technologies for distribution to third parties.

## 8 MICROSOFT OFFICE 365 PROPLUS

### What is Office 365 ProPlus?

- 8.1 Office 365 ProPlus offers access to the following Microsoft Office applications on a monthly subscription basis:
- (a) Microsoft Access 2013;
  - (b) Microsoft Excel 2013;
  - (c) Microsoft OneNote 2013;
  - (d) Microsoft Outlook 2013;
  - (e) Microsoft PowerPoint 2013;
  - (f) Microsoft Publisher 2013;
  - (g) Microsoft Skype for Business 2013; and
  - (h) Microsoft Word 2013.
- 8.2 We make Office 365 ProPlus available to your employees, agents and contractors in respect of which you hold subscription User Licences for Office

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365 ProPlus either as a standalone application or as part of an eligible Microsoft Office 365 Suite. Each Office 365 ProPlus User Licence allows a User to install and use one copy of the software per device on up to five devices at a time.

#### Term

- 8.3 You must subscribe to Office 365 ProPlus on a casual (month to month) basis.
- 8.4 Unless you or we cancel your Office 365 ProPlus subscription, your subscription will automatically renew on a monthly basis.

#### Trials

- 8.5 A trial for Office 365 ProPlus is available to customers for a maximum of 20 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 8.6 Only one trial is permitted per customer.
- 8.7 After the Trial Period, if you do not subscribe to Office 365 ProPlus, we may disable your access to Office 365 ProPlus.

#### Application features - Notice of Data Transfer

- 8.8 You acknowledge that Office 365 ProPlus contains one or more software features that connect to Microsoft or other service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features.
- 8.9 You will not always receive a separate notice when any such feature connects. In some cases, you may switch off a feature or not use it.
- 8.10 You acknowledge that such features use Internet protocols which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. By using these software features, you consent to the transmission of such information.
- 8.11 Microsoft will not use any such information to identify or contact you. However, you agree that Microsoft may use this information to make services available to you when you use the software. Microsoft may also use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve its software and services. We may also share this information with others, such as hardware and software vendors who may use the information to improve how their products run with Microsoft software.

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### Application features – Bing Maps

- 8.12 The software licensed to you as part of Office 365 ProPlus includes use of Bing Maps.
- 8.13 Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. You understand that your and your Users' use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>. You must ensure that you and your Users comply with these Bing Maps End User Terms at all times.

### Application features – Media Elements and Templates

- 8.14 You may have access to media images, clip art, animations, sounds, music, video clips, templates and other content included with the software supplied as part of your Office 365 ProPlus application ("**Media Elements**").
- 8.15 Microsoft grants you a licence to copy, distribute, perform and display Media Elements included the software and the Office web apps in projects and documents except that you must not
- (a) sell, license or distribute copies of the Media Elements by themselves or as a product if the primary value of the product is the Media Elements;
  - (b) grant your Users or customers rights to further license or distribute the Media Elements;
  - (c) without limiting the above, license or distribute for commercial purposes Media Elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with any product, entity or activity; or
  - (d) create obscene or defamatory works using the Media Elements.
- 8.16 Other media elements which are accessible on Office.com or on other websites through any Office features, are governed by the terms on those websites.

### Application features - Installation and other rights

- 8.17 Each User to whom you assign an Office 365 ProPlus User Licence may activate the software supplied as part of your Office 365 ProPlus application for local or remote use on up to five concurrent Operating System Environments.
- 8.18 A User may also use the software supplied as part of your Office 365 ProPlus application which is activated by another User under a different Office 365 ProPlus User Licence.

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- 8.19 You may allow other users to remotely access the software supplied as part of your Office 365 ProPlus application to provide support services to you. No other remote access is permitted.
- 8.20 If we or Microsoft provide a major upgrade to software licensed under your Office 365 ProPlus User Licences, you must install the upgrade on all devices using the Office 365 ProPlus application to prevent an interruption of the application.
- 8.21 Each User to whom you assign an Office 365 ProPlus User Licence must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a User does not comply with this requirement, the functionality of the software may be affected.
- 8.22 From time to time, we or Microsoft may automatically check the version of the software licensed under your Office 365 ProPlus User Licences which has been installed by your Users on any device. In addition, each device on which the software is installed may periodically provide information to Microsoft to verify that the software is properly licensed and that the applicable licence term has not expired. This information includes the software version, the User's Windows Live ID, product ID information, machine ID information and the Internet protocol address of the device. By using the software, you consent to the transmission of this information. You acknowledge that if the software is not properly licensed, the functionality of the software will be affected.
- 8.23 You must only obtain updates or upgrades for the software licensed under your Office 365 ProPlus User Licences from Microsoft or authorised sources. For more information on obtaining updates and upgrades from authorised sources, refer to <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.
- 8.24 In this section, "Operating System Environment" has the meaning set out in section 20.

### **Application features - Modification of other licence rights**

- 8.25 Your Office 365 ProPlus User Licences modify your right to use the software under a separately acquired Office Home & Student 2013 RT license (if any), by waiving the prohibition against commercial use of the software.
- 8.26 You may permit the User to whom you assign the User Licence to use Office Home & Student 2013 RT as provided in this section during the term of your Office 365 ProPlus subscription.
- 8.27 Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
- 8.28 Acquisition of the Office 365 ProPlus licence does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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## CLOUD SERVICES – MICROSOFT ONLINE SERVICES

### 9 MICROSOFT OFFICE ONLINE (FORMERLY WEB APPS)

#### What is Microsoft Office Online?

- 9.1 The Microsoft Office Online application is a Microsoft hosted application that is an online companion to Microsoft Word, Microsoft Excel, Microsoft PowerPoint and Microsoft OneNote applications which can help your Users view, share, and access documents online. The Microsoft Office Online application is hosted and provided by third party suppliers.
- 9.2 We make the Microsoft Office Online application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Microsoft Office Online application either as a standalone application or as part of an eligible Microsoft Office 365 Suite.
- 9.3 We offer the following types of User Licences for the Microsoft Office Online application:
  - (a) Microsoft Office Online (Plan 1) User Licence; and
  - (b) Microsoft Office Online (Plan 2) User Licence.

#### Term

- 9.4 You must subscribe to the Microsoft Office Online application on a casual (month to month) basis.
- 9.5 Unless you or we cancel your Microsoft Office Online application subscription, your subscription will automatically renew on a monthly basis.

#### Application features

- 9.6 The Microsoft Office Online application enables your Users to open documents created using compatible Microsoft Office applications on the Users' computers, make light edits to those documents on the web and open those documents again in your Users' compatible desktop applications.
- 9.7 The Microsoft Office Online application includes the following features (which may be revised by us from time to time in accordance with these Our Customer Terms) and such other standard User features which are advised from time to time by us or Microsoft:
  - (a) view and edit documents in a browser-based viewing and editing experience by providing representations of Office documents in the browser; and
  - (b) co-authoring (available for Excel and OneNote, but not for Word and PowerPoint).

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### Application features - Microsoft Office Online subscription

- 9.8 Each Microsoft Office Online (Plan 1) User Licence includes a monthly SharePoint Online (Plan 1) User Licence (as further described in section 5 of these Telstra Apps Marketplace Our Customer Terms).
- 9.9 Each Microsoft Office Online (Plan 2) User Licence includes a monthly SharePoint Online (Plan 2) User Licence (as further described in section 5 of these Telstra Apps Marketplace Our Customer Terms).
- 9.10 The terms and conditions set out in section 5 of these Telstra Apps Marketplace Our Customer Terms apply to your use of the Microsoft SharePoint Online application in conjunction with the Microsoft Office Online application.
- 9.11 If your Microsoft Office Online application subscription has expired or has been cancelled, your corresponding Microsoft SharePoint Online User Licences will expire and will be disabled.

## 10 OFFICE 365 BUSINESS

### What is Office 365 Business?

- 10.1 The Office 365 Business application is a Microsoft hosted application that includes access to Office applications like Microsoft Word, Excel, PowerPoint, Outlook, OneNote, Publisher plus cloud storage. A full list of the included Office applications is listed in the Application Features below.
- 10.2 We make the Office 365 Business application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Office 365 Business application.

### Term

- 10.3 You must subscribe to the Office 365 Business application on a casual (month to month) basis.
- 10.4 Unless you or we cancel your Office 365 Business application subscription, your subscription will automatically renew on a monthly basis.

### Trials

- 10.5 A trial for Office 365 Business is available to customers for a maximum of 300 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 10.6 Only one trial is permitted per customer.
- 10.7 After the Trial Period, if you do not subscribe to Office 365 Business, we may disable your access to Office 365 Business.

### Application features - General



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- 10.8 The Office 365 Business application includes the following applications (which may be revised by us from time to time in accordance with these Our Customer Terms) and such other standard User features which are advised from time to time by us or Microsoft:
- (a) Microsoft Office
    - (i) Microsoft Word
    - (ii) Microsoft Excel
    - (iii) Microsoft PowerPoint
    - (iv) Microsoft Outlook
    - (v) Microsoft OneNote
    - (vi) Microsoft Publisher
  - (b) OneDrive for Business with 1TB of storage
- 10.9 You may purchase a maximum of 300 User Licences for Office 365 Business. You can have a maximum of 900 User Licences across Office 365 Business, Office 365 Business Essentials and Office 365 Business Premium.

### Application features – Bing Maps

- 10.10 The software licensed to you as part of Office 365 Business includes use of Bing Maps.
- 10.11 Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. You understand that your and your Users' use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>. You must ensure that you and your Users comply with these Bing Maps End User Terms at all times.

### Application features – Smartphone and Tablet Devices

- 10.12 Each user to whom you assign a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets.
- 10.13 If there is an inconsistency between the terms of use included with your Microsoft Office Mobile software and these Office 365 Business terms then the Microsoft Office mobile software terms of use apply instead to the extent of the inconsistency.
- 10.14 You may need to use certain Microsoft web sites or services to access and use the Microsoft Online Services. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office Store or

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another Microsoft marketplace. If so, the terms of use associated with those web sites, applications or services, as applicable, apply to your use of them.

- 10.15 Your right to install and use Microsoft Office Mobile software on your smartphone devices does not create or extend any warranty or support obligation for the hardware or other software running on your smartphone devices.

### Application features – Online Service and Software Upgrade

- 10.16 If we provide a major upgrade to software licensed under your User SLs for the Office 365 Business application, you must install the upgrade on all devices using the Office 365 Business application to prevent an interruption of the Office 365 Business application.

### Application features – Subscription Validation

- 10.17 Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the subscription has not expired. This information includes the software version, the user's Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the software from Microsoft or authorised sources. For more information on obtaining updates from authorized sources, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq>. By using the software, you consent to the transmission of the information described in this section.

### Application features – Media Elements and Templates

- 10.18 You may have access to media images, clip art, animations, sounds, music, video clips, templates and other content included with the software supplied as part of your Office 365 Business application ("**Media Elements**").
- 10.19 Microsoft grants you a licence to copy, distribute, perform and display Media Elements included the software and the Office web apps in projects and documents except that you must not
- (a) sell, license or distribute copies of the Media Elements by themselves or as a product if the primary value of the product is the Media Elements;
  - (b) grant your Users or customers rights to further license or distribute the Media Elements;
  - (c) without limiting the above, license or distribute for commercial purposes Media Elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with any product, entity or activity; or

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(d) create obscene or defamatory works using the Media Elements.

10.20 Other media elements which are accessible on Office.com or on other websites through any Office features, are governed by the terms on those websites.

### 11 PROJECT PRO FOR OFFICE 365

#### What is Project Pro for Office 365

11.1 The Project Pro for Office 365 application is a Microsoft hosted project management application which includes access to Project Professional 2013 and installation on up to 5 devices per user.

11.2 We make the Project Pro for Office 365 application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Project Pro for Office 365 application as a standalone application.

#### Term

11.3 You must subscribe to the Project Pro for Office 365 application on a casual (month to month) basis.

11.4 Unless you or we cancel your Project Pro for Office 365 application subscription, your subscription will automatically renew on a monthly basis.

#### Trials

11.5 A trial for Project Pro for Office 365 is available to customers for a maximum of 5 Users and expires after 30 days following sign up to the trial (the "Trial Period").

11.6 Only one trial is permitted per customer.

11.7 After the Trial Period, if you do not subscribe to Project Pro for Office 365, we may disable your access to Project Pro for Office 365.

#### Application features - Notice of Data Transfer

11.8 You acknowledge that the Project Pro for Office 365 application contains one or more software features that connect to Microsoft or other service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features.

11.9 You will not always receive a separate notice when any such feature connects. In some cases, you may switch off a feature or not use it.

11.10 You acknowledge that such features use Internet protocols which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device

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where you installed the software. By using these software features, you consent to the transmission of such information.

- 11.11 Microsoft will not use any such information to identify or contact you. However, you agree that Microsoft may use this information to make services available to you when you use the software. Microsoft may also use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve its software and services. We may also share this information with others, such as hardware and software vendors who may use the information to improve how their products run with Microsoft software.

### Application features – Media Elements and Templates

- 11.12 You may have access to media images, clip art, animations, sounds, music, video clips, templates and other content included with the software supplied as part of your Project Pro for Office 365 application ("**Media Elements**").
- 11.13 Microsoft grants you a licence to copy, distribute, perform and display Media Elements included the software and the Office web apps in projects and documents except that you must not
- (a) sell, license or distribute copies of the Media Elements by themselves or as a product if the primary value of the product is the Media Elements;
  - (b) grant your Users or customers rights to further license or distribute the Media Elements;
  - (c) without limiting the above, license or distribute for commercial purposes Media Elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with any product, entity or activity; or
  - (d) create obscene or defamatory works using the Media Elements.
- 11.14 Other media elements which are accessible on Office.com or on other websites through any Office features, are governed by the terms on those websites.

### Application features - Installation and other rights

- 11.15 Each User to whom you assign an Project Pro for Office 365 User Licence may activate the software supplied as part of your Project Pro for Office 365 application for local or remote use on up to five concurrent Operating System Environments.
- 11.16 A User may also use the software supplied as part of your Project Pro for Office 365 application which is activated by another User under a different Project Pro for Office 365 User Licence.

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- 11.17 You may allow other users to remotely access the software supplied as part of your Project Pro for Office 365 application to provide support services to you. No other remote access is permitted.
- 11.18 If we or Microsoft provide a major upgrade to software licensed under your Project Pro for Office 365 User Licences, you must install the upgrade on all devices using the Project Pro for Office 365 application to prevent an interruption of the application.
- 11.19 Each User to whom you assign an Project Pro for Office 365 User Licence must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a User does not comply with this requirement, the functionality of the software may be affected.
- 11.20 From time to time, we or Microsoft may automatically check the version of the software licensed under your Project Pro for Office 365 User Licences which has been installed by your Users on any device. In addition, each device on which the software is installed may periodically provide information to Microsoft to verify that the software is properly licensed and that the applicable licence term has not expired. This information includes the software version, the User's Windows Live ID, product ID information, machine ID information and the Internet protocol address of the device. By using the software, you consent to the transmission of this information. You acknowledge that if the software is not properly licensed, the functionality of the software will be affected.
- 11.21 You must only obtain updates or upgrades for the software licensed under your Project Pro for Office 365 User Licences from Microsoft or authorised sources. For more information on obtaining updates and upgrades from authorised sources, refer to <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.
- 11.22 In this section, "Operating System Environment" has the meaning set out in section 20.

## 12 PROJECT ONLINE

### What is Project Online

- 12.1 The Project Online application is a Microsoft hosted project management application.
- 12.2 We make the Project Online application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Project Online application as a standalone application.

### Term

- 12.3 You must subscribe to the Project Online application on a casual (month to month) basis.
- 12.4 Unless you or we cancel your Project Online application subscription, your subscription will automatically renew on a monthly basis.

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### **Trials**

- 12.5 A trial for Project Online is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 12.6 Only one trial is permitted per customer.
- 12.7 After the Trial Period, if you do not subscribe to Project Online, we may disable your access to Project Online.

### **Application features - SharePoint Online**

- 12.8 Your Project Online application requires the use of SharePoint Online Plan 2, which will be provisioned for you as part of the Project Online application.
- 12.9 You may use such SharePoint Online Plan 2 service only in conjunction with your use of Project Online, and only for the purpose of supporting the functionality for which you use Project Online. You have no other rights to use SharePoint Online Plan 2 under these license terms.

## **13 PROJECT ONLINE WITH PROJECT PRO FOR OFFICE 365**

### **What is Project Online with Project Pro for Office 365**

- 13.1 The Project Online with Project Pro for Office 365 application is a Microsoft hosted project management application. It combines the features of Project Online and Project Pro for Office 365 in one subscription per user per month.
- 13.2 We make the Project Online with Project Pro for Office 365 application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Project Online with Project Pro for Office 365 application as a standalone application.
- 13.3 Other than the sections relating to term, charges (which are set out in relation to Project Online with Project Pro for Office 365 below), the terms and conditions applicable to your use of:
  - (a) Project Online are set out in clause 12; and
  - (b) Project Pro for Office 365 are set out in clause 27.

### **Term**

- 13.4 You must subscribe to the Project Online with Project Pro for Office 365 application on a casual (month to month) basis.
- 13.5 Unless you or we cancel your Project Online with Project Pro for Office 365 application subscription, your subscription will automatically renew on a monthly basis.

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### 14 PROJECT LITE

#### What is Project Lite?

- 14.1 The Project Lite application is a companion offer enables team members to collaborate on projects managed using Project Online, see tasks, enter timesheets, and flag issues or risks.
- 14.2 We make the Project Lite application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Project Lite application as a standalone application.

#### Term

- 14.3 You must subscribe to the Project Lite application on a casual (month to month) basis.
- 14.4 Unless you or we cancel your Project Lite application subscription, your subscription will automatically renew on a monthly basis.

#### Trials

- 14.5 A trial for Project Lite is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 14.6 Only one trial is permitted per customer.
- 14.7 After the Trial Period, if you do not subscribe to Project Lite, we may disable your access to Project Lite.

### 15 VISIO PRO FOR OFFICE 365

#### What is Visio Pro for Office 365

- 15.1 The Visio Pro for Office 365 application is a Microsoft hosted application for the creation of diagrams and graphics.
- 15.2 We make the Visio Pro for Office 365 application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Visio Pro for Office 365 application as a standalone application.

#### Term

- 15.3 You must subscribe to the Visio Pro for Office 365 application on a casual (month to month) basis.
- 15.4 Unless you or we cancel your Visio Pro for Office 365 application subscription, your subscription will automatically renew on a monthly basis.

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### **Trials**

- 15.5 A trial for Visio Pro for Office 365 is available to customers for a maximum of 5 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 15.6 Only one trial is permitted per customer.
- 15.7 After the Trial Period, if you do not subscribe to Visio Pro for Office 365, we may disable your access to Visio Pro for Office 365.

### **Application features - Notice of Data Transfer**

- 15.8 You acknowledge that the Visio Pro for Office 365 application contains one or more software features that connect to Microsoft or other service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features.
- 15.9 You will not always receive a separate notice when any such feature connects. In some cases, you may switch off a feature or not use it.
- 15.10 You acknowledge that such features use Internet protocols which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. By using these software features, you consent to the transmission of such information.
- 15.11 Microsoft will not use any such information to identify or contact you. However, you agree that Microsoft may use this information to make services available to you when you use the software. Microsoft may also use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve its software and services. We may also share this information with others, such as hardware and software vendors who may use the information to improve how their products run with Microsoft software.

### **Application features – Media Elements and Templates**

- 15.12 You may have access to media images, clip art, animations, sounds, music, video clips, templates and other content included with the software supplied as part of your Visio Pro for Office 365 application ("**Media Elements**").
- 15.13 Microsoft grants you a licence to copy, distribute, perform and display Media Elements included the software and the Office web apps in projects and documents except that you must not
  - (a) sell, license or distribute copies of the Media Elements by themselves or as a product if the primary value of the product is the Media Elements;



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- (b) grant your Users or customers rights to further license or distribute the Media Elements;
- (c) without limiting the above, license or distribute for commercial purposes Media Elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with any product, entity or activity; or
- (d) create obscene or defamatory works using the Media Elements.

15.14 Other media elements which are accessible on Office.com or on other websites through any Office features, are governed by the terms on those websites.

### **Application features - Installation and other rights**

- 15.15 Each User to whom you assign an Visio Pro for Office 365 User Licence may activate the software supplied as part of your Visio Pro for Office 365 application for local or remote use on up to five concurrent Operating System Environments.
- 15.16 A User may also use the software supplied as part of your Visio Pro for Office 365 application which is activated by another User under a different Visio Pro for Office 365 User Licence.
- 15.17 You may allow other users to remotely access the software supplied as part of your Visio Pro for Office 365 application to provide support services to you. No other remote access is permitted.
- 15.18 If we or Microsoft provide a major upgrade to software licensed under your Visio Pro for Office 365 User Licences, you must install the upgrade on all devices using the Visio Pro for Office 365 application to prevent an interruption of the application.
- 15.19 Each User to whom you assign an Visio Pro for Office 365 User Licence must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a User does not comply with this requirement, the functionality of the software may be affected.
- 15.20 From time to time, we or Microsoft may automatically check the version of the software licensed under your Visio Pro for Office 365 User Licences which has been installed by your Users on any device. In addition, each device on which the software is installed may periodically provide information to Microsoft to verify that the software is properly licensed and that the applicable licence term has not expired. This information includes the software version, the User's Windows Live ID, product ID information, machine ID information and the Internet protocol address of the device. By using the software, you consent to the transmission of this information. You acknowledge that if the software is not properly licensed, the functionality of the software will be affected.

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- 15.21 You must only obtain updates or upgrades for the software licensed under your Visio Pro for Office 365 User Licences from Microsoft or authorised sources. For more information on obtaining updates and upgrades from authorised sources, refer to <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.
- 15.22 In this section, "Operating System Environment" has the meaning set out in section 20.

### 16 ONEDRIVE FOR BUSINESS WITH OFFICE ONLINE

#### What is OneDrive for Business with Office Online?

- 16.1 The OneDrive for Business with Office Online application is a Microsoft hosted application that provides online companions to Microsoft Word, Excel, PowerPoint, and OneNote to do light editing of documents directly from a web browser with OneDrive for Business with Office Online.
- 16.2 We make the OneDrive for Business with Office Online application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the OneDrive for Business application either as a standalone application or as part of an eligible Microsoft Office 365 Suite.

#### Term

- 16.3 You must subscribe to the OneDrive for Business with Office Online application on a casual (month to month) basis.
- 16.4 Unless you or we cancel your OneDrive for Business with Office Online application subscription, your subscription will automatically renew on a monthly basis.

#### Application features

- 16.5 The OneDrive for Business with Office Online application enables your Users to open documents created using compatible Microsoft Office applications on the Users' computers, make light edits to those documents on the web and open those documents again in your Users' compatible desktop applications.
- 16.6 The OneDrive for Business with Office Online application includes the following features (which may be revised by us from time to time in accordance with these Our Customer Terms) and such other standard User features which are advised from time to time by us or Microsoft:
- (a) view and edit documents in a browser-based viewing and editing experience by providing representations of Office documents in the browser; and
  - (b) co-authoring (available for Excel and OneNote, but not for Word and PowerPoint).

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### 17 POWER BI

#### What is Power BI?

- 17.1 The Power BI for Office 365 and Power BI Pro applications are Microsoft hosted applications that work with Microsoft Excel to provide a self-service business intelligence solution, allowing analyse data, share insights, collaborate and access reports.
- 17.2 We make the Power BI for Office 365 and Power BI Pro applications available to your employees, agents and contractors in respect of which you hold a User Licence for the Power BI for Office 365 or Power BI Pro applications.
- 17.3 We offer the following types of User Licences for the Power BI application:
- (a) Power BI for Office 365 Add-On for Enterprise (Plan E3/E4) User Licence; and
  - (b) Power BI for Office 365 Add-On for SharePoint Online (Plan 2) User Licence; and
  - (c) Power BI Pro User License

#### Term

- 17.4 You must subscribe to the Power BI application on a casual (month to month) basis.
- 17.5 Unless you or we cancel your Power BI application subscription, your subscription will automatically renew on a monthly basis.

#### Trials

- 17.6 A trial for Power BI Pro is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 17.7 Only one trial is permitted per customer.
- 17.8 After the Trial Period, if you do not subscribe to Power BI Pro, we may disable your access to Power BI Pro.

#### Application features – Bing Maps

- 17.9 The software licensed to you as part of Power BI includes use of Bing Maps.
- 17.10 Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. You understand that your and your Users' use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

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You must ensure that you and your Users comply with these Bing Maps End User Terms at all times.

### **18 MICROSOFT INTUNE (FORMERLY WINDOWS INTUNE)**

#### **What is Microsoft Intune?**

- 18.1 The Microsoft Intune application is a Microsoft hosted device management application that allows you to remotely configure device settings.
- 18.2 We make the Microsoft Intune application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Microsoft Intune application as a standalone application.

#### **Term**

- 18.3 You must subscribe to the Microsoft Intune application on a casual (month to month) basis.
- 18.4 Unless you or we cancel your Microsoft Intune application subscription, your subscription will automatically renew on a monthly basis.

#### **Trials**

- 18.5 A trial for Microsoft Intune is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 18.6 Only one trial is permitted per customer.
- 18.7 After the Trial Period, if you do not subscribe to Microsoft Intune, we may disable your access to Microsoft Intune.

#### **Application features**

- 18.8 The Microsoft Intune application allows the management of Windows computers and compatible mobile devices through the Intune Account Portal.
- 18.9 Each user to whom you assign a User SL may access and use the Online Service and related software to manage up to five devices.

#### **Application features - Notice of Data Transfer**

- 18.10 You acknowledge that your Microsoft Intune application may contain one or more software features that connect to Microsoft or other service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features.
- 18.11 You understand that you will not always receive a separate notice when any such feature connects. In some cases, you may switch off a feature or not use it.

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- 18.12 You understand that such features use Internet protocols which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. By using these software features, you consent to the transmission of such information.
- 18.13 Microsoft will not use any such information to identify or contact you. However, you agree that Microsoft may use this information to make services available to you when you use the software. Microsoft may also use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve its software and services. We may also share this information with others, such as hardware and software vendors who may use the information to improve how their products run with Microsoft software.

## 19 YAMMER ENTERPRISE

### What is Yammer Enterprise

- 19.1 The Yammer Enterprise application is a Microsoft hosted application enterprise social networking.
- 19.2 We make the Yammer Enterprise application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Yammer Enterprise application as a standalone application.

### Term

- 19.3 You must subscribe to the Yammer Enterprise application on a casual (month to month) basis.
- 19.4 Unless you or we cancel your Yammer Enterprise application subscription, your subscription will automatically renew on a monthly basis.

### Your Data

- 19.5 Microsoft's use of any Customer Data associated with your use of the Yammer Enterprise application is governed by the Yammer Privacy Statement at <https://www.yammer.com/about/privacy>.

### Intellectual Property Rights

- 19.6 Any services provided to you by a customer success manager in connection with your Yammer Enterprise application will not result in a transfer or assignment of intellectual property rights to you. The work product of customer success managers shall be owned by Microsoft and when provided to you will be deemed a part of the Microsoft Online Services, which may be used by you pursuant to these terms.

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### 20 SHAREPOINT ONLINE WITH YAMMER

#### What is SharePoint Online with Yammer

- 20.1 The SharePoint Online with Yammer application is a Microsoft hosted application enterprise social networking including a subscription license to SharePoint Online.
- 20.2 We make the SharePoint Online with Yammer application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the SharePoint Online with Yammer application as a standalone application.

#### Term

- 20.3 You must subscribe to the SharePoint Online with Yammer application on a casual (month to month) basis.
- 20.4 Unless you or we cancel your SharePoint Online with Yammer application subscription, your subscription will automatically renew on a monthly basis.

#### Application features

- 20.1 You can select either SharePoint Online (Plan 1) or SharePoint Online (Plan 2).
- 20.2 The types of User Licences for SharePoint Online (Plan 1) with Yammer and SharePoint Online (Plan 2) with Yammer and the key components of each User Licence type are set out in the table below:

Feature	SharePoint Online (Plan 1) with Yammer	SharePoint Online (Plan 2) with Yammer
Team sites	Yes	Yes
Work management	Yes	Yes
Yammer enterprise social networking	Yes	Yes
External sharing	Yes	Yes
Basic search	Yes	Yes
Standard search	Yes	Yes
Enterprise search	No	Yes
Content management	Yes	Yes
Records management	Yes	Yes
Advanced discovery and compliance capability	No	Yes
Microsoft Excel services	No	Yes
Access services	Yes	Yes
Visio services	No	Yes

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Form based application	No	Yes
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- 20.1 Other than the sections relating to term, charges and application features set out above, the terms and conditions applicable to your use of:
- (a) SharePoint Online are set out in clause 5; and
  - (b) Yammer Enterprise are set out in clause 16.

## 21 AZURE RIGHTS MANAGEMENT (FORMERLY AZURE ACTIVE DIRECTORY RIGHTS MANAGEMENT)

### What is Azure Rights Management

- 21.1 The Azure Rights Management application is a Microsoft hosted application giving users the ability to encrypt and assign usage restrictions to content to your Microsoft Online Services subscriptions.
- 21.2 We make the Azure Rights Management application available to your employees, agents and contractors in respect of which you hold subscription User Licences for the Azure Rights Management application as a standalone application.

### Term

- 21.3 You must subscribe to the Azure Rights Management application on a casual (month to month) basis.
- 21.4 Unless you or we cancel your MicrosoftRights Management application subscription, your subscription will automatically renew on a monthly basis.

### Trials

- 21.1 A trial for Azure Rights Management is available to customers for a maximum of 25 Users and expires after 30 days following sign up to the trial (the "Trial Period").
- 21.2 Only one trial is permitted per customer.
- 21.3 After the Trial Period, if you do not subscribe to Azure Rights Management, we may disable your access to Azure Rights Management.

## 22 MICROSOFT OFFICE 365 SUITES

### What is a Microsoft Office 365 Suite?

- 22.1 A Microsoft Office 365 Suite is a bundled offer that consists of multiple eligible Microsoft Online Services. The type of Microsoft Online Services provided to you as part of your Microsoft Office 365 Suite will depend on the Microsoft Office 365 Suite purchased by you.
- 22.2 We offer the following three categories of Microsoft Office 365 Suites:

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- (a) Microsoft Office 365 Business;
  - (i) Essentials
  - (ii) Premium
- (b) Microsoft Office 365 Small Business (this suite is no longer available to new customers from 17 October 2014);
- (c) Microsoft Office 365 Midsized Business (this suite is no longer available to new customers from 17 October 2014); and
- (d) Microsoft Office 365 Enterprise.

22.3 We make Microsoft Office 365 Suites available to your employees, agents and contractors in respect of which you hold a User Licence for that Microsoft Office 365 Suite.

22.4 The terms and conditions which apply to each of the individual Microsoft Online Services provided as part of your Microsoft Office 365 Suite apply to you and your User's use of the respective Microsoft Online Services supplied as part your Microsoft Office 365 Suite other than the sections headed 'Term', 'Charges' and 'User numbers' (which are set out in relation to the Microsoft Office 365 Suites below).

### Term

22.5 You must subscribe to the Microsoft Office 365 User Licences on a casual (month to month) basis.

22.6 Unless you or we cancel your Microsoft Office 365 User Licences, your subscription will automatically renew on a monthly basis.

### Trials

22.7 A trial for the following Microsoft Office 365 User Licence types is available to customers for a limited number of Users (as set out below) and expires after 30 days following sign up to the trial (the "**Trial Period**"):

- (a) Office 365 Business Premium, limited to 300 Users;
- (b) Office 365 Small Business Premium User Licence, limited to 10 Users (this suite is no longer available to trial from 17 October 2014);
- (c) Office 365 Midsized Business User Licence, limited to 25 Users (this suite is no longer available to trial from 17 October 2014); and
- (d) Office 365 Enterprise E3 User Licence, limited to 20 Users.

22.8 Only one trial is permitted per customer.

22.9 After the Trial Period, if you do not subscribe to the Microsoft Office 365 Suite that you have trialed (or a component of the Microsoft Office 365 Suite that you have trialed) in respect of all Users for whom the trial was



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undertaken then, User information and data, including mailbox content, hosted data and other related settings, will be stored for 30 days only and will be deleted after that time.

- 22.10 If you subscribe to the Microsoft Office 365 Suite that you have trialled for a number of Users that is less than the number of Users for the trial, then only the information and data, including mailbox content, hosted data and other related settings, for the subscribed number of Users will be migrated. It is your responsibility to, within 30 days, disable the Users information and data you do not wish to continue. You can do this through the Microsoft Online Portal. If you fail to select the Users who will be migrated within 30 days then we will select them and the information and data for other Users will be deleted.
- 22.11 Without limiting anything above, if you decide to purchase an individual component of the Microsoft Office 365 Suite that you have trialled (and you are eligible to do so), then you will be responsible for assigning Users to the individual component that you have purchased and for migrating all information and data from the trial User accounts to those of the Microsoft Online Service selected by you within 30 days of the expiry of the trial. You can do this through the Microsoft Online Portal.
- 22.12 If you have trialled a Microsoft Office 365 Suite, there may be restrictions on your ability to subscribe to:
- (a) Microsoft Office 365 Suites that are different to the suite that you have trialled; and/or
  - (b) standalone Microsoft Online Services.
- 22.13 If you have trialled a Microsoft Office 365 Suite and you wish to subscribe to a:
- (a) Microsoft Office 365 Suite that is different to the suite that you have trialled or
  - (b) standalone Microsoft Online Service,
- you must contact the Telstra Apps Marketplace Helpdesk for further information regarding any applicable restrictions that may apply to you.

### User numbers

- 22.14 If you wish to increase the number of User Licences for your Microsoft Office 365 Suite subscription, your customer administrator or Support Partner will be able to do this through the Telstra Apps Marketplace administration portal. The additional User Licences will be included in your existing subscription and will be co-terminus with your existing User Licences. The additional User Licences will be charged on the basis of the subscription fees applicable at the date that you increase the User Licences.

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### Application features

22.15 The types of User Licences for Microsoft Office 365 Suites and the key components of each User Licence type are set out in the table below:

Microsoft Office 365 Suite Category	User Licence Types	Included components of each User Licence type					
		Exchange Online	SharePoint Online	Skype for Business Online	Skype for Business Server 2015 Plus	Office Online	Office 365 ProPlus
Microsoft Office 365 Business Essentials	Office 365 Business Essentials	●	●	●		●	
Microsoft Office 365 Business Premium	Office 365 Business Premium	●	●	●		●	●
Microsoft Office 365 Small Business	Office 365 Small Business (Plan P1)	Plan P	Plan P	Plan P		●	
	Office 365 Small Business Premium (Plan P2)	Plan P	Plan P	Plan P		●	●
Microsoft Office 365 Midsized Business	Office 365 Midsized Business	Plan M	Plan M	Plan M		●	●
Microsoft Office 365 Enterprise	Office 365 Enterprise E1	Plan 1	Plan 1	Plan 2		●	
	Office 365 Enterprise E3	Plan 2	Plan 2	Plan 2		●	●
	Office 365 Enterprise E4	Plan 2	Plan 2	Plan 2	●	●	●
	Office 365 Enterprise E5	Plan 2	Plan 2	Plan 2 & Cloud PBX	●	●	●

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Microsoft Office 365 Suite Category	User Licence Types	Included components of each User Licence type					
		Exchange Online	SharePoint Online	Skype for Business Online	Skype for Business Server 2015 Plus	Office Online	Office 365 ProPlus
	Office 365 Enterprise K1	Kiosk	Kiosk			●	

### Application features - Office 365 Small Business

22.16 Unless we agree otherwise with you, you may only purchase a maximum of 50 Office 365 Small Business User Licences.

### Application features - Office 365 Small Business Premium

22.17 You may only purchase a maximum of 25 Office 365 Small Business Premium User Licences.

### Application features - Office 365 Business Essentials and Business Premium

22.18 You may purchase a maximum of 300 User Licences for each of Office 365 Business Essentials and Office 365 Business Premium. You can have a maximum of 900 User Licences across Office 365 Business, Office 365 Business Essentials and Office 365 Business Premium.

### Application features – Media Elements – Office 365 Small Business Premium

22.19 You may have access to media images, clip art, animations, sounds, music, video clips, templates and other content included with the software supplied as part of your Office 365 Small Business Premium Suite ("**Media Elements**").

22.20 Microsoft grants you a licence to copy, distribute, perform and display Media Elements included in the Office application software and the Office web apps in projects and documents except that you must not

- (a) sell, license or distribute copies of the Media Elements by themselves or as a product if the primary value of the product is the Media Elements;
- (b) grant your Users or customers rights to further license or distribute the Media Elements;
- (c) without limiting the above, license or distribute for commercial purposes Media Elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems

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or use these types of images in ways that could imply an endorsement or association with any product, entity or activity; or

(d) create obscene or defamatory works using the Media Elements.

22.21 Other media elements which are accessible on Office.com or on other websites through any Office features, are governed by the terms on those websites.

### **Application features - Installation and other rights – Office 365 Small Business Premium**

22.22 Each User to whom you assign an Office 365 Small Business Premium User Licence may activate the Office application software supplied as part of your Office 365 Small Business Premium Suite for local or remote use on up to five concurrent Operating System Environments.

22.23 A User may also use the Office application software supplied as part of your Office 365 Small Business Premium Suite which is activated by another User under a different Office 365 Small Business Premium User Licence.

22.24 You may allow other users to remotely access the Office application software supplied as part of your Office 365 Small Business Premium Suite to provide support services to you. No other remote access is permitted.

22.25 If we or Microsoft provide a major upgrade to software licensed under your Office 365 Small Business Premium User Licences, you must install the upgrade on all devices using the Office 365 Small Business Premium Suite to prevent an interruption of the applications.

22.26 Each User to whom you assign an Office 365 Small Business Premium User Licence must connect each device upon which they have installed the software to the Internet at least once every 30 days. If a User does not comply with this requirement, the functionality of the software may be affected.

22.27 From time to time, we or Microsoft may automatically check the version of the software licensed under your Office 365 Small Business Premium User Licences which has been installed by your Users on any device. In addition, each device on which the software is installed may periodically provide information to Microsoft to verify that the software is properly licensed and that the applicable licence term has not expired. This information includes the software version, the User's Windows Live ID, product ID information, machine ID information and the Internet protocol address of the device. By using the software, you consent to the transmission of this information. You acknowledge that if the software is not properly licensed, the functionality of the software will be affected.

22.28 You must only obtain updates or upgrades for the software licensed under your Office 365 Small Business Premium User Licences from Microsoft or authorised sources. For more information on obtaining updates and upgrades from authorised sources, refer to <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.

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22.29 In this section, "Operating System Environment" has the meaning set out in section 20.

### **Application features - Modification of other licence rights – Office 365 Small Business Premium**

22.30 Your Office 365 Small Business Premium User Licences modify your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.

22.31 You may permit the User to whom you assign the User Licence to use Office Home & Student 2013 RT as provided in this section during the term of your Office 365 Small Business Premium Suite subscription.

22.32 Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

22.33 Acquisition of the Office 365 Small Business Premium licence does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

### **Application features – Office 365 Midsized Business**

22.34 You may only purchase a maximum of 300 Office 365 Midsized Business User Licences.

### **Application features – Office 365 Enterprise**

22.35 The Office 365 Enterprise E4 User Licence and the Office 365 Enterprise E5 User Licence include Skype for Business Server 2015 Plus which provides a User with the right to access:

- (a) eligible client access licences for Skype for Business Server 2015 or any other compatible version of Skype for Business Server advised by us from time to time; and
- (b) voice-related functionality when Skype for Business Server 2015 (or any other compatible version of Skype for Business Server advised by us from time to time) is deployed on-premise and integrated with PSTN telephony services.

22.36 If you have purchased Office 365 Enterprise E4 User Licences or Office 365 Enterprise E5 User Licences and you wish to access voice-related functionality, you must engage your PABX provider or a certified Microsoft partner to assist you. If you choose to access voice-related functionality, you acknowledge that we will not support your implementation or ongoing use of that functionality or the integration of Skype for Business Server 2015 with your telephony services.

22.37 You may require additional hardware and/or PBX configuration services to implement and use any voice-related functionality which you access as part

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of your Office 365 Enterprise E4 User Licence or Office 365 Enterprise E5 User Licences. It is your responsibility to acquire all required hardware and configuration services.

22.38 You acknowledge that:

- (a) User Licences for the Microsoft Office 365 Suites do not include a licence to use Skype for Business Server 2015 (or any other compatible version of Skype for Business Server) or any client access licences;
- (b) if you wish to access Skype for Business Server 2015 or any other compatible version of Skype for Business Server, it is your responsibility to acquire a licence to use Skype for Business Server 2015 or other compatible version and the relevant client access licences from Microsoft or an accredited third party reseller; and
- (c) under your licence agreement with Microsoft or an accredited third party reseller (as relevant), additional terms and conditions may apply to your use of Skype for Business Server 2015 or any other compatible version of Skype for Business Server (including but not limited to additional terms and conditions which may apply to any client access licences that you acquire for Skype for Business Server 2015 or the other compatible version).

### **Application features - Notice of Data Transfer**

22.39 You acknowledge that your Microsoft Office 365 Suite may contain one or more software features that connect to Microsoft or other service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features.

22.40 You understand that you will not always receive a separate notice when any such feature connects. In some cases, you may switch off a feature or not use it.

22.41 You understand that such features use Internet protocols which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. By using these software features, you consent to the transmission of such information.

22.42 Microsoft will not use any such information to identify or contact you. However, you agree that Microsoft may use this information to make services available to you when you use the software. Microsoft may also use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve its software and services. We may also share this information with others, such as hardware and software vendors who may use the information to improve how their products run with Microsoft software.

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### Subscribing to other Microsoft Office 365 Suites and standalone applications

22.43 If you have subscribed to a Microsoft Office 365 Suite, there may be restrictions on your ability to subscribe to:

- (a) Microsoft Office 365 Suites that are different to the suite that you have subscribed to; and/or
- (b) standalone Microsoft Online Services; and

you may contact the Telstra Apps Marketplace Helpdesk for further information regarding any applicable restrictions that may apply to you.

## 23 OFFICE 365 BUNDLES

### What are the Office 365 Bundles?

23.1 From 17 October 2014, the Office 365 Bundle is a bundled offer that consists of either:

Choice A:

- (a) a choice of Office 365 Business application or the Office 365 Business Essentials or Office 365 Business Premium Suites; and
- (b) a Telstra Apps Marketplace Domain Name (either a .com.au or .net.au domain name).

or Choice B:

- (c) a choice of either Office 365 Business Essentials or Office 365 Business Premium Suites; and
- (d) professional services that are designed to migrate and setup new Office 365 email users. Services will include the migration of data (comprising of calendars, notes, tasks, contacts, journals, rules, and shared mailboxes), configuration on a desktop or laptop, and an email functionality test. Services may be provided by vendors such as and without limitation Mural; and
- (e) a Telstra Apps Marketplace Domain Name (either a .com.au or .net.au domain name).

23.2 If you acquired an Office 365 Bundle before 17 October 2014, your bundle consists of:

- (a) an Office 365 Small Business (Plan P1) suite and a Telstra Apps Marketplace Domain Name (either a .com.au or .net.au domain name) ("Office 365 Small Business Offer");

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- (b) an Office 365 Small Business (Plan P2) suite and a Telstra Apps Marketplace Domain Name (either a .com.au or .net.au domain name) ("Office 365 Small Business Premium Offer");  
each an "Office 365 Essentials Bundle; or
- (c) an Office 365 Midsized Business (Plan M) suite suite and a Telstra Apps Marketplace Domain Name (either a .com.au or .net.au domain name) ("Office 365 Enhanced Bundle")

23.3 In either of the two choices in clause 23.1 above, if you have an existing domain name you may use this with your Office 365 Bundle and we will provide domain name administration services and host your domain name on a DNS server.

23.4 We make the Office 365 Suites available to your employees, agents and contractors in respect of which you hold a User licence ("User Licence").

23.5 Other than the sections relating to charges, term, cancelling your subscription and changing licence numbers (which are set out in relation to the Office 365 Bundles below), the terms and conditions applicable to your use of:

- (a) The Office 365 Business application are set out in clause 29;
- (b) the Office 365 Suites are set out in clause 37;
- (c) the Telstra Apps Marketplace Domain Name are the terms applicable to Australian Domains as defined and set out in <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-b/apps-domains.pdf>;
- (d) professional services provided by Mural, the Telstra Apps Marketplace Mural terms at <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-b/cloud-mural.pdf>.

### Term and early termination charge

23.6 You must subscribe to the Office 365 Bundles for an initial term of 24 months ("Initial Term").

23.7 Unless you or we cancel your Office 365 Bundles, at the end of the Initial Term your subscription will automatically renew on a monthly basis.

23.8 If your Office 365 Bundles are cancelled or terminated (other than for our material breach) during the Initial Term, we may charge you an early termination charge calculated as either: a) in respect of Choice A in clause 23.1 above, \$4.00; or b) in respect of Choice B at clause 23.1 above, the contracted price, in each case multiplied by the number of remaining months in the Initial Term from the date of cancellation or termination.



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### Charges

23.9 Without limiting any other charges payable by you under these Our Customer Terms, you agree that we will charge you on a monthly basis for all of your Office 365 Bundles at the prices set out at <https://marketplace.telstra.com> (as updated by us from time to time).

### Eligibility

23.10 To be eligible for the Office 365 Bundles you must be eligible for the purchase of products through the Telstra Apps Marketplace.

### User numbers

23.11 You may purchase a maximum of;

- (a) 300 User Licences for each of Office 365 Business, Office 365 Business Essentials and Office 365 Business Premium
- (b) 25 User Licences under your Office 365 Essentials Bundles; and
- (c) 250 User Licenses under your Office 365 Enhanced Bundle.

23.12 You can combine Office 365 Bundles across Office 365 Business, Office 365 Business Essentials and Office 365 Business Premium up to a maximum of 900 User Licences.

23.13 You may have a combination of the two Office 365 Essentials Bundles. The Office 365 Enhanced Bundle cannot be combined with the Office 365 Essentials Bundle. The Office 365 Essentials Bundle and Office 365 Enhanced bundle cannot be combined with any other Office 365 Bundles. Only one of each of the Office 365 Small Business Bundles is permitted per customer.

23.14 If you cancel your Office 365 Bundle(s) you cannot later reapply for same the Office 365 Bundle.

23.15 You can increase or decrease the number of User Licences for your Office 365 Bundles, by:

- (a) submitting a web form at [www.telstra.com/office365smb/onlineform](http://www.telstra.com/office365smb/onlineform);
- (b) via the Telstra Apps Marketplace Help Desk; or
- (c) visiting the Telstra Apps Marketplace administration portal.

23.16 The additional User Licences will be included in your existing subscription and will expire at the same time as your existing User Licences. The additional User Licences will be charged on the basis of the subscription fees applicable at the date that you increase the User Licences.

23.17 Any reduction in the number of User Licences will take effect from the date of cancellation. You must maintain at least one User Licence.

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23.18 Please note that professional services under 23.1(d) will not be provided for additional users added after the initial purchase of the relevant bundle.

### **Renewal of Domain Names**

23.19 For so long as you continue to acquire one of the Office 365 Bundles we will, at your request, renew your domain name at no additional charge and continue to provide domain name administration services in accordance with clause <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-b/apps-domains.pdf>.

### **Subscribing to Microsoft Office 365 Suites and standalone applications**

23.20 There may be restrictions on your ability to subscribe to:

- (a) Microsoft Office 365 Suites; and/or
- (b) standalone Microsoft Online Services; and

you may contact the Telstra Apps Marketplace Helpdesk for further information regarding any applicable restrictions that may apply to you.

### **Additional cancellation and suspension rights**

23.21 If you wish to cancel the Office 365 Bundles, you must:

- (a) tell us that you would like to cancel your Offer by:
  - (i) via the Telstra Apps Marketplace Help Desk; or
  - (ii) visiting the Telstra Apps Marketplace administration portal.
- (b) transfer administration of your domain name to another provider in accordance with the provisions in the Telstra Apps Marketplace Domain Names section above.

23.22 We will then cancel your User Licences and cease to provide domain name administration for your domain name (although your domain name registration will continue for the remainder of the registration period).

## **24 SERVICE LEVELS FOR MICROSOFT ONLINE SERVICES**

### **What are our service levels for Microsoft Online Services?**

24.1 Unless we agree otherwise with you, the service levels set out in this section will apply to the Microsoft Online Services, but do not apply to any separately branded services made available with or connected to the Microsoft Online Services. These service levels shall not apply in relation to the professional services component of the Office 365 Bundles in clause 23 above.

24.2 We will not modify the service levels applying to your Microsoft Online Services during your Pricing Validity Period; however if you renew your

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subscription, then the then current service levels will apply for your next Pricing Validity Period.

24.3 Unless a service level exclusion applies, we agree to meet a Monthly Uptime Percentage of 99.9% for the Microsoft Online Services

24.4 The "Monthly Uptime Percentage" is calculated as follows:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

Where:

- (a) "User Minutes" means the total number of minutes in a month, less all Scheduled Downtime multiplied by the total number of users.
- (b) "Downtime" means the total number of minutes in a month during which the aspects of a Microsoft Online Service specified in the following table are unavailable, excluding the periods of unavailability described below:

<b>Microsoft Online Service</b>	<b>Downtime means:</b>
Microsoft Exchange Online	Any period of time when your Users are unable to send or receive email with Outlook Web Access.
Microsoft Exchange Online Archiving	Any period of time when your Users are unable to access the email messages stored in their archive.
Microsoft Skype for Business Online	Any period of time when your Users are unable to: <ul style="list-style-type: none"> <li>(a) see presence status or conduct instant messaging conversations; or</li> <li>(b) if your Users have been assigned a Skype for Business Online (Plan 2) User Licence, initiate online meetings.</li> </ul>
Microsoft SharePoint Online	Any period of time when your Users are unable to read or write any portion of a

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	SharePoint site collection for which they have appropriate permissions.
Microsoft Office Web Apps	Any period of time when your Users are unable to use the Web Applications to view or edit Office documents stored on a SharePoint site for which they have appropriate permissions.
Azure Rights Management	Any period of time when your Users cannot create or consume IRM documents and email.
Microsoft Office 365 ProPlus	Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.
Microsoft Office Online	Any period of time when your Users are unable to use the Web Applications to view and edit any Office documents stored on a SharePoint site for which they have appropriate permissions.
Microsoft Project Online	Any period of time when your Users are unable to read or write any portion of a SharePoint site collection with Project Web App for which they have appropriate permissions.
OneDrive for Business	Any period of time when your Users are unable to view or edit files stored on their personal OneDrive for Business storage.
Power BI for Office 365	Any period of time when your Users are unable to read or write any portion of Power BI data to which they have appropriate permissions.
Microsoft Intune	Any period of time when your customer administrator or Users authorised by you are unable to log on with proper credentials.

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Yammer Enterprise	Any period of time greater than ten minutes when more than five percent of your Users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.
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Downtime does not include:

- (i) the period of time when the Microsoft Online Service is not available as a result of Scheduled Downtime. "Scheduled Downtime" means planned maintenance or upgrade times listed on the Microsoft Online Portal or other scheduled periods of Downtime as notified by us or Microsoft from time to time; or
- (ii) any period of unavailability attributable to the service level exclusions described below.

### Service Credits

24.5 If you have purchased an eligible Microsoft Online Service as a standalone application (not as part of a Microsoft Office 365 Suite) and the Monthly Uptime Percentage for that Microsoft Online Service falls below 99.9% in any month, you may be eligible for the following service credit:

<b>Monthly Uptime Percentage</b>	<b>Service Credit (% of your monthly service fees payable to us for your applicable Microsoft Online Service that is credited to you for a validated Claim)</b>
<99.9%	25%
<99%	50%
<95%	100%

24.6 If you have purchased an eligible Microsoft Online Service as part of a Microsoft Office 365 Suite or Office 365 Bundle the Monthly Uptime Percentage for that Microsoft Online Service falls below 99.9% in any month, you may be eligible for a service credit. The amount of the service credit available to you will be pro-rated, depending on the Microsoft Office 365 Suite that you have subscribed to and the affected Microsoft Online Service.

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24.7 The tables below sets examples out the service credits that you may be eligible for if we do not achieve the service level in a particular month:

- (a) if you have subscribed to the a Microsoft Office 365 Small Business suite or Microsoft Office 365 Midsized Business suite, the following table applies (as relevant):

<b>Monthly Uptime Percentage</b>	<b>Service Credit where the Microsoft Online Service is supplied under an Office 365 Small Business, Office 365 Small Business Premium or Office 365 Midsized Business User Licence</b>  <b>(% of the monthly service fees payable to us for your Office 365 Small Business, Office 365 Small Business Premium or Office 365 Midsized Business User Licence that is credited to you for a validated Claim)</b>
<99.9%	If Microsoft Exchange Online is unavailable – <b>5.5%</b>  If Microsoft SharePoint Online is unavailable – <b>6.19%</b>  If Skype for Business Online is unavailable – <b>7.15%</b>  If Microsoft Office Online is unavailable – <b>6.19%</b>
<99%	If Microsoft Exchange Online is unavailable – <b>11%</b>  If Microsoft SharePoint Online is unavailable – <b>12.38%</b>  If Skype for Business Online is unavailable – <b>14.3%</b>  If Microsoft Office Online is unavailable – <b>12.38%</b>
<95%	If Microsoft Exchange Online is unavailable – <b>22%</b>  If Microsoft SharePoint Online is unavailable – <b>24.75%</b>  If Skype for Business Online is unavailable – <b>28.6%</b>  If Microsoft Office Online is unavailable – <b>24.75%</b>

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(b) if you have subscribed to a Microsoft Office 365 Enterprise suite, the following table applies (as relevant):

<b>Monthly Uptime Percentage</b>	<b>Service Credit where the Microsoft Online Service is supplied under an Office 365 Enterprise E1 User Licence</b>  <b>(% of the monthly service fees payable to us for your Microsoft Office 365 Enterprise E1 User Licence that is credited to you for a validated Claim)</b>	<b>Service Credit where the Microsoft Online Service is supplied under an Office 365 Enterprise E3 User Licence or an Office 365 Enterprise E4 User Licence</b>  <b>(% of the monthly service fees payable to us for your Office 365 Enterprise E3 User Licence or Office 365 Enterprise E4 User Licence (as applicable) that is credited to you for a validated Claim)</b>	<b>Service Credit where the Microsoft Online Service is supplied under an Office 365 Enterprise K1 User Licence</b>  <b>(% of the monthly service fees payable to us for your Office 365 Enterprise K1 User Licence that is credited to you for a validated Claim)</b>
<99.9%	If Microsoft Exchange Online is unavailable – <b>5.5%</b>  If Microsoft SharePoint Online is unavailable – <b>6.19%</b>  If Skype for Business Online is unavailable – <b>7.13%</b>  If Microsoft Office Online is unavailable – <b>6.19%</b>	If Microsoft Exchange Online is unavailable – <b>5.58%</b>  If Microsoft SharePoint Online is unavailable – <b>4.54%</b>  If Skype for Business Online is unavailable – <b>3.63%</b>  If Microsoft Office Online is unavailable – <b>4.54%</b>	If Microsoft Exchange Online is unavailable – <b>5%</b>  If Microsoft SharePoint Online is unavailable – <b>10%</b>  If Microsoft Office Online is unavailable – <b>10%</b>
<99%	If Microsoft Exchange Online is unavailable – <b>11%</b>  If Microsoft SharePoint Online is unavailable – <b>12.38%</b>  If Skype for Business Online is unavailable – <b>14.25%</b>  If Microsoft Office Online is unavailable – <b>12.38%</b>	If Microsoft Exchange Online is unavailable – <b>11.15%</b>  If Microsoft SharePoint Online is unavailable – <b>9.08%</b>  If Skype for Business Online is unavailable – <b>7.25%</b>  If Microsoft Office Online is unavailable – <b>9.08%</b>	If Microsoft Exchange Online is unavailable – <b>10%</b>  If Microsoft SharePoint Online is unavailable – <b>20%</b>  If Microsoft Office Online is unavailable – <b>20%</b>
<95%	If Microsoft Exchange Online is unavailable – <b>22%</b>	If Microsoft Exchange Online is unavailable – <b>22.3%</b>  If Microsoft SharePoint Online	If Microsoft Exchange Online is unavailable – <b>20%</b>  If Microsoft SharePoint Online

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	<p>If Microsoft SharePoint Online is unavailable – <b>24.75%</b></p> <p>If Skype for Business Online is unavailable – <b>28.5%</b></p> <p>If Microsoft Office Online is unavailable – <b>24.75%</b></p>	<p>is unavailable – <b>18.15%</b></p> <p>If Skype for Business Online is unavailable – <b>14.5%</b></p> <p>If Microsoft Office Online is unavailable – <b>18.15%</b></p>	<p>is unavailable – <b>40%</b></p> <p>If Microsoft Office Online is unavailable – <b>40%</b></p>
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- 24.8 The total service credits payable in any calendar month in respect of any Microsoft Online Service will not exceed the monthly service fee paid by you for the Microsoft Online Service, for that month.
- 24.9 The service credits (whether or not claimed by you) are your sole and exclusive remedy for any performance or availability issues relating to the Microsoft Online Services.
- 24.10 You can submit a claim for a service credit ("**Claim**") if:
- (a) a service level has not been met;
  - (b) a service level exclusion, as set out below, does not apply; and
  - (c) a service credit is due to you under these terms,
- (an "Availability Incident").
- 24.11 In order for you to be eligible to submit a Claim for any Availability Incident, you must notify the Telstra Apps Marketplace Helpdesk and submit a Claim (including reasonable details to support the Claim) within 5 Business Days of the occurrence of an Availability Incident.
- 24.12 Reasonable details regarding a Claim must include a detailed description of the Availability Incident, the duration of the Availability Incident and Downtime, the number and location(s) of affected Users and any attempts made by you to resolve the Availability Incident at the time of occurrence.

### Service level exclusions

- 24.13 We will not be liable for failure to meet a service level for any Microsoft Online Services which:
- (a) results from your or third party services, hardware, or software, including but not limited to, issues resulting from any problems or unavailability of internet connectivity or your internal network;
  - (b) is for any pre-release, beta or trial version of the Microsoft Online Services;



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- (c) relates to any on-premise licensed software that is provided to you as part of any Microsoft Online Service;
- (d) is for licences reserved, but not paid for, at the time of the incident;
- (e) any unauthorised action or inaction by you or your employees, agents, contractors, vendors;
- (f) results from any person gaining access to our or Microsoft's network by means of your passwords or equipment;
- (g) results from your or your User's failure to:
  - (i) adhere to the configurations and/or system requirements; and/ or
  - (ii) use the supported platforms,  
specified in Our Customer Terms and/or <https://marketplace.telstra.com> or as otherwise advised by us or Microsoft from time to time;
- (h) is caused by you or as a result of your negligence or breach of an obligation including any breach by you or your Users of obligations under Our Customer Terms;
- (i) is caused by you or your Users failing to follow our reasonable directions or any policies for acceptable use;
- (j) occurs during any trial (as determined by us);
- (k) is attributable to an event not within our control or our supplier's control;
- (l) occurs during Scheduled Downtime;
- (m) without limiting any of the above, is due to any of the following faults:
  - (i) faults caused by third party services, hardware, software or systems used by you or any person accessing your Microsoft Online Service;
  - (ii) faults caused by you or any person accessing your Microsoft Online Service using your password or access key or by your invitation;
  - (iii) faults caused by your negligence or the negligence of any person accessing your Microsoft Online Service using your password or access key or by your invitation;

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- (iv) faults due to wilful damage to your Microsoft Online Service by you or any person accessing your Microsoft Online Service using your password or access key or by your invitation;
- (v) faults with your equipment that have not been caused by us;
- (vi) faults caused by your or your Users' use of the Microsoft Online Service where:
  - (A) we or Microsoft have advised you to modify the use of the Microsoft Online Service; and
  - (B) you have failed to follow that advice; or
- (n) is a result of downtime required by us to implement an emergency or planned outage to perform urgent or maintenance work. We aim to provide you with as much notice (through the Telstra Apps Marketplace portal) as possible before an emergency or planned outage.

24.14 If we determine that you have submitted a Claim that relates to one of the service level exclusions set out above, we may charge you, and you agree to pay, our reasonable costs incurred in examining, or rectifying the problems referred to in, your Claim.

### Exceptions and Additional Terms for Particular Microsoft Online Services

24.15 There is no Scheduled Downtime for the following applications:

- (a) Azure Rights Management;
- (b) Exchange Online; and
- (c) Exchange Online Archiving.

24.16 **Microsoft Intune:** Scheduled Downtime will not exceed ten hours per calendar year for Microsoft Intune. The Monthly Percentage Uptime does not apply to any internet based services (excluding Microsoft Intune) that provide updates to any on-premises software licensed as part of the Microsoft Intune subscription.

24.17 **Office 365 Small Business Premium Suite:** The Office 365 Small Business Premium Suite is not eligible for Service Credits based on service fees. Any service credit that you may be eligible for will be credited in the form of service time (i.e. days) as opposed to service fees.