

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: MICROSOFT LICENSING

PART A – PRODUCT OVERVIEW

One New Zealand are an Indirect Cloud Solution Provider (CSP) and provide Microsoft Services to customers. Microsoft Online Services refers to license plans that include access to Office applications plus other productivity services that are enabled over the Internet (cloud services), such as Microsoft 365 Services, Microsoft Teams chat, and audio, video/web hosting and Exchange Online hosted email for business and additional online storage with OneDrive for Business.

PART B – MICROSOFT LICENSING

1. YOUR MICROSOFT LICENSING SERVICE

1. 1 Your Microsoft Licensing service will consist of the components set out in the following table, which are further described in this Part B ("Microsoft Licensing Service"):

Component	Description
Self-service portal	The use of the self-service portal to purchase and manage Microsoft license subscriptions.
Licensing	The licenses are charged on a per unit basis (monthly or annually).
Support	Post-sales support through 0800 400 888. Please refer to the Support section below for full terms.
MACD	Use of the self-service portal to manage license subscriptions.

PART C – PRICING

2. PRICING OVERVIEW

2. 1 Refer to the Pricing Schedule for details of the applicable Charges.
2. 2 All Microsoft 365 licenses are charged on a per-seat (per user) basis. Azure licenses are charged per unit. You may choose one or a combination of licenses to meet your requirements.
2. 3 You may choose to commit to licenses either on a monthly or annual basis - Microsoft charge a 20% premium for the more flexible Monthly Commit subscriptions. To purchase Monthly Commit, select NCE COM MTH and "1 month subscription period" in the self-service portal. To purchase Annual Commit, select NCE COM MTH and "1 year subscription period" (this is payable monthly) or NCE COM ANN if you wish to pay annually up-front. Licenses purchased on a monthly basis will be charged monthly in arrears. For Monthly Commit no refund is provided for licenses cancelled part-way through a month. For Annual Commit no refund is provided for licenses cancelled part-way through a year.
2. 4 The Microsoft licenses are provided to you, commencing on the date we advise you, via your nominated email address, that the Microsoft licenses are available for your use. Charging for the Microsoft licenses will also start from this date. Charging will continue until you fully decommission the services thereby terminating them (at the end of your commitment period).

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2. 5 The Charges set out in the Pricing Schedule are only valid for the volume of licenses you are purchasing upfront on the Commencement Date, as set out in the Pricing Schedule. Any additional licenses purchased after Commencement Date will be purchased using the self-service portal. For the avoidance of doubt, any licenses purchased after Commencement Date will be subject to these terms, with the exception of Pricing, which may change from time to time.

PART D – SUSPENSION OR TERMINATION

3. SUSPENSION OR TERMINATION OVERVIEW

3. 1 Any rights for us to suspend or terminate the Microsoft licenses are in addition to our rights to suspend or terminate your service under the Standard Terms.

We may suspend or cancel your receipt of the Microsoft Licensing Services and you must continue to pay all charges relating to the relevant suspended services during the period of suspension if we reasonably believe that you are in breach of:

- (a) the Acceptable Use Policy;
- (b) the Microsoft License Terms;
- (c) the Standard Terms;
- (d) the terms and conditions set out in this Service Description; or
- (e) any user guides provided by us.

In addition to our other rights to cancel or suspend your receipt of the Microsoft Licensing Services, we may also suspend or cancel your receipt of the Microsoft Licensing Services (but without you incurring any charges relating to such services during the period of suspension) due to a reasonable suspicion on our behalf that the continued provision of a product, service or feature may compromise the security of our service platform, for example due to hacking attempts or denial of service attacks or a vulnerability discovered in relation to a particular item of technology which we use to deliver the Microsoft Licensing Services.

3. 2 Where we suspend or cancel your receipt of the Microsoft Licensing Services, we will provide you with as much notice as is reasonably possible in the circumstances prior to suspending or cancelling the services.

PART E – SUPPORT

4. SUPPORT OVERVIEW

4. 1 The Service Level Agreements (SLA) describe Microsoft's commitments for uptime and connectivity for Microsoft Online Services. The current and archived editions of the SLA are available to view online [here](#).
4. 2 One New Zealand will provide support for the use of the online self-service portal used to purchase and manage license subscriptions.
4. 3 For the avoidance of doubt, the Service Centre Service Description does not apply to the Microsoft Licensing agreement.
4. 4 One New Zealand front line service desks are available 24x7 for ticket logging. Service support and restoration is managed by tier 2 teams during business restoration hours are Monday to Friday 8am to 5.00pm, excluding national public holidays. Severity 1 and 2 incident types will be managed by a 24x7 callout service.

Incident Management

- (a) Severity assessment:

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	Complete Service outage	Partial Service outage	Service degradation
Multiple commercial service impact	1	2	3
Single commercial service impact	2	3	4
<p>A complete Service outage is when users can't access applications and the business is significantly impacted.</p> <p>A partial Service outage is where some users can't access applications and the business isn't significantly impacted</p> <p>Service degradation is where applications are performing inconsistently but are still available.</p>			

(b) Target response and update times

Severity	Response time for reported incident	Update	Service window
1	30 min	Every 30 mins	24x7
2	1 hour	Every hour	24x7
3	6 hours	1 Business Day	8am – 5.00pm Mon-Fri
4	1 Business Day	On completion	8am – 5.00pm Mon-Fri

In the event that the Microsoft Licensing from One New Zealand Service targets are not met, the Parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet targets.

PART F – OTHER TERMS AND CONDITIONS

5. YOUR DELEGATED ADMIN SERVICE PROVIDER

Your Microsoft Licensing Service is provided to you by One New Zealand through Ingram Micro as your Delegated Admin service provider. One New Zealand require Delegated Administration access for provisioning and reporting purposes relating to Microsoft Licensing. In order to allow a fully monitored service, One New Zealand requires you to provide Delegated Administration privileges to us for your Microsoft Tenant. You may decide to remove the One New Zealand and Ingram Micro delegated admin privileges from your tenant but retain the relationship for subscription and license renewal purposes. You can manage rights and permissions to your Office 365 accounts on the Partner relationships page in the Office 365 Admin Center. To remove delegated administration privileges from a partner: Under the Partner relationships page, select the partner of interest. In the details pane, select Remove delegated admin. In the confirmation pane, select Remove. One New Zealand recommend that you remove Delegated Administration access for Ingram Micro relationship.

5. 1 Microsoft 365 Business Plans are only for a maximum of 300 users. For more than 300 users we recommend an Enterprise plan.
5. 2 You will receive an email from One New Zealand with a link to accept the Cloud Solution Provider relationship. As part of this, you will be asked to read and accept the [Microsoft Customer Agreement](#) (this is a simplified purchase agreement presented, accepted and stored through a digital experience).
5. 3 In agreeing to the Ingram Micro Cloud General Terms of Service found here, you also agree to the [Microsoft Online Subscription Agreement](#). The Microsoft Terms and Conditions that you will be asked to review upon purchase, are between One New Zealand and Ingram Micro. A copy of these can be found [here](#).

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5. 4 You acknowledge that you have read and you agree the Microsoft privacy statement found [here](#), and your information used in conjunction with the Microsoft Online Services.
5. 5 You hereby grant us a non-exclusive, non-transferable, royalty-free, right to use electronic data specifically pertaining to you and your users that is processed strictly for the limited purpose of providing the services to you and your users. We may use Data in accordance with the Ingram Micro privacy statement set out [here](#). All information we collect from you in connection with providing the Microsoft Licensing will be held securely and used in accordance with our Privacy Policy, available on our Website at <https://www.one.co.nz/legal/policy/privacy>.
5. 6 To the extent permitted by law, Microsoft Corporation (including its affiliates or suppliers) will not be liable to you for any damages, whether direct, indirect or consequential, arising from the use of the Services set out in this Service Description. This clause is for the benefit of Microsoft Corporation (and its affiliates or suppliers).
5. 7 Internet access is required to install and activate all Office 365 plans and to manage your license account. Internet connectivity is also required to access Office 365 cloud productivity services, including email, conferencing, IT management and other services.
5. 8 There are a number of minimum operating systems specifications required to be met in order to use Microsoft 365, for a full list please [click here](#).
5. 9 Your account will be accessed with a username and password or by application programming interfaces (API's) or other remote access. The access provided is for your use solely within the application and you are responsible for maintaining the security and confidentiality of this unique access authorization and all activity in your account at all times. The use of your credentials by third parties without our prior approval is strictly forbidden.