



Cloud Direct Office 365 Service Level Agreement

Revision 2.0

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1 Document Control

Please be advised, we reserve the right to change or amend this agreement from time to time. Please ensure that you are making reference to the latest revision of the Cloud Direct Office 365 Service Level Agreement available from the PROVIDE™ portal or on the Cloud Direct website.

2 What is Office 365?

Office 365 is a cloud based, subscription version of a range of Microsoft products. Available through the internet, Office 365 includes Exchange Online for email, SharePoint Online for collaboration, Lync Online for unified communications and Office applications. These services are available individually or combined to form packages. Some packages offer downloadable desktop versions of Microsoft Office applications or they can be accessed as a web application through your browser. Office 365 is much more flexible than traditional Microsoft offerings; Office 365 can be accessed through multiple devices including the downloadable Office applications and is updated to the latest version of Office without any additional cost.

The Office 365 services covered by this SLA are:

- Exchange Online; Plan 1, Plan 2, Kiosk and Archiving for Exchange Online.
- SharePoint Online; Plan 1 and Plan 2.
- Skype for Business (formally Lync) Online; Plan 1 and Plan 2, PSTN Conferencing, Cloud PBX and PSTN Calling.
- Other application licences such as Project, Visio, Flow, PowerApps, OneDrive for Business, Yammer and Power BI.
- Office packages; Small Business, Small Business Premium, Midsize Business, Business, Business Essentials, Business Premium, Professional Plus, Enterprise E1, Enterprise E3 and Enterprise E5.
- Administrator Support for Office 365, End-user Helpdesk for Office 365, Office 365 Workshop, Office 365 Kick Start and Professional Services.

3 What is a Service Level Agreement (SLA)?

An SLA is a legally binding commitment to achieve a specific level of service. If this target is not achieved, the service provider will commit to compensating the customer based on previously established penalties. Consequently, a vendor willing to commit to an SLA is confident in the ability of the service and therefore creates customer reassurance.

Cloud Direct views an SLA as a two-way agreement in which you the Customer also acknowledge your responsibilities to ensure the smooth operation of the supplied Service.

In the critical area of electronic communications and flexible office productivity tools it is important that business users have a robust, cost-effective and above all, consistent level of service and performance.

4 What is behind Cloud Direct's SLA?

'Cloud Direct' is the trading name for On Direct Business Services Ltd. Specialising in Office 365 solutions and as a Microsoft Direct Cloud Solutions Provider (CSP) partner at Gold level, Cloud Direct are a leading provider of cloud services including backup and disaster recovery, collaboration and protection tools, communication services including broadband and leased lines, VoIP telephony / unified communication solutions, and a range

of hosted server and desktop platforms. Cloud Direct holds ISO27001 (IT Security Techniques) and ISO20000 (IT Service Management) accreditations for the provision and support of Cloud IT backup, security and disaster recovery services.

Cloud Direct supports Office 365 technology delivered by Microsoft (NASDAQ: MSFT mkt. cap. \$250bn). The Microsoft Office 365 service is ISO27001 accredited and uses the Online Services Security and Compliance (OSSC) and Information Security Management System (ISMS) framework to ensure high levels of security for all of its online services. It also employs a team to regularly evaluate the framework's effectiveness to ensure the on-going development of cloud computing is reflected in its regulation of data centres. Microsoft then runs three programmes - Information Security Management Forum, Risk Assessment Programme and Information Security Policy Programme - to identify risk and develop policies to protect data centres providing cloud services like Office 365.

5 What is offered by Cloud Direct's SLA?

Cloud Direct is committed to providing exceptional customer service at every opportunity and our key customer satisfaction measure is Net Promoter Score (www.netpromoter.com). Some aspects of the supplied service such as a high level of system availability should be taken as read. Our Service Team will endeavour to provide you with that 'extra mile' of service that, whilst not contractual, is what we believe you deserve.

The following sections describe our service level commitments and should be read in conjunction with our published Terms and Conditions (see www.clouddirect.net/legal for the latest version). This SLA may also be varied from time to time.

If you have any comments or observations about our performance and the service we provide you should contact our Head of Operations, Mark Gold on 0800 0789 438 or email mark.gold@clouddirect.net.

6 Service Continuity and Data Location

With Office 365, you get peace of mind knowing that your data and services are available and regularly backed up. Office 365 offers the following benefits:

6.1 Datacentre Location

- Although Microsoft have a global network of datacentres, for customers within the EU the primary and secondary data centres are in Ireland and the Netherlands. Customers should assume that their customer data may be processed in either the primary or the secondary datacentre.
- Microsoft services are fully compliant with the EU Data Protection Directive and therefore, the UK Data Protection Act.
- All datacentres are ISO 27001.

6.2 Datacentre features and redundancy

- Content is replicated from the primary datacentre to the secondary datacentre so replication is constant.
- Your data is stored in a redundant environment with robust backup, restoration, and failover capabilities to enable availability to your services. You will not be notified when failover occurs as typically failover does not result in service interruption.
- Microsoft offer multiple levels of physical redundancy at the disk, NIC, power supply, and server levels.

- Data centres located in seismically safe zones.
- Automated monitoring and recovery system; 24/7 Microsoft engineering teams are standing by to fix anything that the automated systems are not able to handle.
- For more information, please see: <https://www.microsoft.com/en-gb/server-cloud/cloud-os/global-datacenters.aspx>.

6.3 Datacentre Security

- Microsoft offer a number of physical and technology-based security features within their datacentres including 24/7 on site security, CCTV and encrypted servers.
- For more information, please see: <https://www.microsoft.com/en-gb/server-cloud/cloud-os/global-datacenters.aspx>.

6.4 Data transit and storage

- Like their datacentres, Microsoft ensure all their cloud services offer the highest levels of security available and have numerous security accreditations for their services including ISO 27001, ISO27018, SOC1 and SOC2. They also comply with country specific standards like the EU Data Protection Directive and G-Cloud.
- Data is encrypted at rest on Microsoft servers and while in transit it uses SSL/TLS to protect your data.
- Threat management, security monitoring, and file/data integrity prevents or detects any tampering of data.
- For more information about security and compliance of Office 365 services please visit the Microsoft Trust Centre here: <https://www.microsoft.com/en-us/TrustCenter>, or the Office 365 specific Trust Centre: <https://products.office.com/en-gb/business/office-365-trust-center-cloud-computing-security>.

6.5 Service updates and patching:

- The Office 365 service offers the latest versions of the associated technology at all times. These updates will be in three forms:
 - Break/fix updates and security patches are pushed out at the backend and implemented straight on the datacentre servers. There is no customer action required.
 - Major feature updates for components of Office 365 that are implemented at the datacentre like Exchange and Skype for Business, are pushed out at the backend and implemented straight on the datacentre servers. There is no customer action required.
 - Major feature updates for components of Office 365 that are client facing will prompt users for an update of an agent or software or require features to be turned on via the Office 365 Admin Portal. We advise you action these update requests as soon as possible.

7 Scope of Supply

Please make reference to your Sales Agreement for details of your specific purchased services. All of our Office 365 products come with 24/7 support via telephone, PROVIDE™ portal and email as detailed below.

To get your service running smoothly you may require migration services and bespoke configuration changes from your existing email solution. In some instances, we can offer a setup service where no data migration is needed. These services are not included as standard. If you require these additional service options, please contact the Cloud Direct Sales team on 0800 0789 437 to discuss your requirements in detail.

When you migrate to Office 365 it will become your primary email management tool. Your email routing (MX Records) will be changed to direct your email into the Office 365 service. You should not use other email handling solutions¹ which may alter the email routing and complicate any troubleshooting. Cloud Direct will only supply an email distribution service using Office 365 within the structure of your migrated domain name. Alternative routing or email engines (such as Gmail) will be the responsibility of the customer.

8 Scope of Support

Cloud Direct are pleased to provide support for technical issues and troubleshooting as part of our services as well as support contracts for other levels of support.

As examples, we have provided some typical supported and unsupported scenarios for each level of support or consultancy available with Office 365. Please make reference to your Sales Agreement to clarify the support and consultancy services you have subscribed to.

8.1 Inclusive Support

This is where the product or service itself, or individual or multiple features can be demonstrated as not operating correctly, or where users are unable to access the services through approved platforms. Inclusive support is available to any customer that has purchased Office 365 licencing through Cloud Direct.

8.1.1 Examples of Support Scenarios

Examples of typically supported scenarios are:

- Password resets.
- Login issues.
- Connectivity and synchronisation issues for Skype for Business and Outlook.²
- Providing temporary access to other user's mailboxes.
- Access to the Outlook Web Application (OWA).²
- Assigning new or removing licences to or from the customer account.
- Support with troubleshooting Distribution groups issues.
- Support with troubleshooting Calendars issues.
- Investigating occurrences of bounced and unreceived emails.
- Single reinstallation when replacing hardware.
- Investigating SharePoint Online connection issues.^{2,3}
- Investigating and addressing an instance of a service outage.

8.1.2 Examples of Unsupported Scenarios

Our support philosophy is to resolve issues with a feature or function that is not operating correctly within its definition, as opposed to providing user training and support for working features. There is a wide range of excellent online help within the subscribed applications and also training materials on the Cloud Direct Knowledge base (accessible through the PROVIDE™ portal or via our website) as well as the Microsoft Knowledge base for Office 365 which can help users to organise and enhance their Office 365 experience. See <http://office.microsoft.com/en-gb/support/getting-started-with-office-365-for-business-FX104023545.aspx>

Examples of typically unsupported scenarios are:

¹ Please discuss any mail filtering or archiving solutions you may also have in place with your Sales Account Manager.

² Excluding issues associated with Internet access, other network problems or device issues where those services have not been provided by Cloud Direct.

³ Excluding issues that have arisen from setup or configuration that were not provided by Cloud Direct.

- Activating online archiving.
- Outlook issues¹ or those with personal email accounts.
- Issues resulting from third-party software such as Anti-virus.²
- Resolving any issues from migrations.²
- Setup or configuration of any component or its permissions.
- SharePoint help relating to design, workflows, libraries and websites.
- Analysing message traces.
- OneDrive issues relating to unsupported filename structures.
- Supporting third-party add-ons for Office Apps.
- Active Directory synchronisation.²

8.2 Administrator Support for Office 365

This service provides a further level of support to nominated Admins within a company, only nominated Admins can contact support for assistance. This includes the elements of Inclusive support³ plus help and support of the Office 365 Admin portal, configuration changes that effect the whole company or multiple users, adding, moving and changing licencing and activating and deactivating functionality within Office 365.

8.2.1 Examples of Supported Scenarios

Examples of typically supported scenarios are:

- Inclusive support elements.
- Helping assign licences to individuals.
- Helping set calendar/resource permissions.
- Activating Online Archiving.
- Adding new domains.
- Adding aliases.
- Creating Office 365 groups.
- Helping set user permissions.
- Helping with Office application deployment.
- Helping with configuration of message flow and transport rules.
- Service health monitoring.
- Advising on compatible email clients and mobile devices.

8.2.2 Examples of Unsupported Scenarios

On top of our break/fix support, nominated admins can access help and support for admin-level tasks such as setup and configuration of Office 365 components that effect multiple users or activities completed through the Office 365 admin portal.

Examples of typically unsupported scenarios are:

- End-user support for general how-to's.
- Individual configuration settings applied outside of the Office 365 Admin portal at the client level.
- Feature support for Office 365 applications.
- Active Directory synchronisation.²
- Setting up or configuration of services unless expressly mentioned above.
- Installing Office applications.
- Enabling/disabling or setup of SharePoint features.

¹ Where the Outlook licence has not been purchased through Cloud Direct.

² Unless purchased and setup through Cloud Direct.

³ Where Office 365 licencing has been purchased through Cloud Direct

- Supporting third party add-ons for Office Apps.¹
- Applying PowerShell scripts.

8.3 End-user Helpdesk for Office 365

This service provides a further level of support to all end-users within a company, which means anyone within a customer company can contact support for assistance. This includes the elements of Inclusive support² plus help and support on individual configuration settings on the client-side, using the Office and other Office 365 applications and user device configuration.

8.3.1 Examples of Supported Scenarios

Examples of typically supported scenarios are:

- End-user how-to's for Office applications.
- End-user how-to's for Exchange, Skype for Business, SharePoint³, Yammer and OneDrive.
- Individual user customisation at the client-side such as email signatures.
- Device provisioning and configuration.
- Advising on using new email clients and devices.

8.3.2 Examples of Unsupported Scenarios

On top of our break/fix support, company end-users can access help and support for individual configuration and applications such as setup and configuration of Office 365 client-side applications and how-to questions of the various Office 365 components.

Examples of typically unsupported scenarios are:

- Supporting third-party applications and add-ons.⁵
- Configurations that are companywide or completed via the Office 365 Admin Portal.
- Active Directory synchronisation.

8.4 Office 365 Onsite Workshop

This service is a workshop delivered, at your premises, by one of our Professional Services Consultants to take you through everything that Office 365 does to match up to any known and unknown requirements you have within your business. This workshop can be done before you purchase licencing to help inform which licences to subscribe to or thereafter, to help you maximise your return on investment.

8.4.1 Included within the Service

Aspects included within the service:

- Professional Services site visit.
- One-day workshop.
- Office 365 overview with features and benefits.
- Matching up requirements to features within Office 365.
- Office 365 Q&A.
- Product Demonstrations.

¹ Unless purchased through Cloud Direct

² Where Office 365 licencing has been purchased through Cloud Direct

³ SharePoint questions addressed will relate to general end-user how-to's not issues surrounding the setup or deployment of a SharePoint system.

8.4.2 Not Included within the Service

Aspects not included within the service:

- Break/fix support.
- Admin and End-user support.
- Project or setup/configuration work.
- Consultancy hours.
- Access to Knowledge base.

8.5 Office 365 Kick Start

This service provides a block of eight consultancy hours from our Professional Services team to be used within a three-month period from when your Office 365 service is live. The purpose of the service is to provide a direct line into the Professional Services team to ask questions and therefore, grow knowledge and skills to make the most out of Office 365. Consultancy hours must be booked in advance with at least 48 hours' notice in blocks of one hour. The consultancy hours can be consumed for a variety of uses, please see below for some examples.

8.5.1 Possible uses for Office 365 Kick Start

Uses of the service include:

- Individual or group tutorials or training webinars.
- Company-wide configurations or those managed through the Office 365 Admin Portal.
- Office 365 customisation.
- Office 365 questions relating to using features, configuration and so on.

8.5.2 Excluded uses for Office 365 Kick Start

Restrictions on this service include:

- Supporting third-party applications and add-ons.¹
- Site visits.

8.6 Professional Services for Office 365

Professional Services can be contracted out for any additional projects, support or services which are not covered by any of the above Office 365 support services, Office 365 Workshop and Office 365 Kick Start.

8.6.1 Within Professional Services scope:

Uses for Professional Service include:

- Scope-led project work.
- Full mailbox migrations.
- SharePoint workflows.
- Line of Business application integration.
- IT infrastructure design.
- IT planning.
- Pre-project planning and strategy.
- Active Directory synchronisation/federation.

¹ Unless purchased through Cloud Direct

8.6.2 Outside of Professional Services scope:

Restrictions on this service are:

- End-user support and how-to's.
- Access to Knowledge base.
- Licences or tools used to carry out Professional Services work.

9 Support Case Prioritisation

As outlined in the Cloud Direct Support Agreement, issues reported to us by customers are categorised into one of four levels: Standard, Moderate, High and Critical. Please be advised that Office 365 Workshop, Kick Start and Professional Services do not follow the below categorisation process. We will assess and agree with you the criticality and impact of the issue on your business and assign an appropriate issue level, please see the below examples as indicators of how we will categorise your Office 365 issue if one should arise:

Standard	- An issue that does not interfere with your business such as a request for a repeat invoice. If you have taken out End-user helpdesk for Office 365 or Administrator Support for Office 365 all non-urgent queries will be categorised as Standard.
Moderate	- An issue that does not interfere with the majority of features from your Office 365 service such as the service is running slowly. If you have taken out End-user helpdesk for Office 365 or Administrator Support for Office 365 all urgent queries will be categorised as Moderate.
High	- An issue that results in an interruption to the service such as an inability to upload a document to SharePoint or email delivery issues.
Critical¹	- An issue where all users are unable to access the critical Office 365 services, such as total email processing failure – you must make us aware of any such critical situation by phone to avoid delays.

10 Our Responsibilities

To provide you with an enterprise-class Office 365 service and the highest level of customer service, as described in this SLA and your contract with us, we commit to:

- Contact you once the service is installed, setup and migrated (if we are performing the setup and migration), if necessary, we will contact you to check you are happy with the service and all is working well. We refer to this process as 'On-Boarding'.
- Provide free of charge updates to the service, at regular intervals and inform you of specific requirements for upgrades.
- Maintain your data in a secure manner and will not provide access to your data without appropriate security checks being completed. If we are not convinced of a caller's right to access your account, we will seek further clarification from a senior representative from your company.
- Help you with the re-installation of purchased products (eg. PC and Phone) into your company systems if you suffer a device failure but our responsibility ends with actions directly pertaining to the products purchased from us and the scope of supply and support.

¹ Excluding issues associated with Internet access, other network problems or device issues where those services have not been provided by Cloud Direct.

- Contact you at least once a year to seek your customer Net Promoter (satisfaction) Score and any feedback you may have. We will act on your feedback.
- Make your departure, should you choose to leave Cloud Direct, as smooth as possible and continue to support you until the end of the contracted term and assist where possible with account closure.

11 Your Responsibilities

To ensure we can effectively deliver your service we require your cooperation in the following areas:

- You are responsible for providing a stable computer environment on which the service is installed and which meets the system operating requirements including sufficient internet bandwidth and latency performance. Before installation (and any upgrades) you will refer to any Installation, Release Notes and associated service documentation provided by Microsoft or Cloud Direct.
- Service performance can be directly influenced by your internet bandwidth and latency. Service performance issues are normally the result of internet service interruptions and you should check this before contacting us.
- Before signing our Service Agreement, you will check your equipment and operating system environment against the service minimum requirements.
- Dependent upon your connection type you may be charged by your ISP (including additional mobile charges) based on your usage of this Service. You are responsible for all associated data transmission or receipt costs. Care is advised when using roaming 3G/4G mobile services.
- To ensure your use of the Service does not affect the operation of the overall service platform. In the event that your usage is adversely affecting the overall platform, it may be suspended or terminated without liability to Cloud Direct upon prior written notice (or immediately without notice in the event of a technical emergency).
- You will notify us of your desire to cancel the service, giving the appropriate notice, as described in our Terms and Conditions.

Please refer to our full Terms and Conditions at <http://www.clouddirect.net/legal> for a complete breakdown of both your and our contractual responsibilities.

12 Service Availability, Call Quality and Financial Claims

We commit to our customers that the Office 365 services will have an uptime of 99.9% and above (excluding planned maintenance). This is measured over a month. To calculate the uptime of a service, we use the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Minutes Downtime}}{\text{Total number of minutes in a month}} \times 100$$

Service Downtime is measured from the time a case is raised with us by you until the Office 365 service is restored.

Any rebate will be pro-rata based on the number of affected users.

This SLA does not apply to any performance or availability issues in conjunction with:

- Factors outside of our control.

- As a result of your, or third party services, hardware or software.
- Your use of the service after you were advised by us to modify your use and did not do so.
- Being on a trial of the service.
- An unauthorised action or inaction by you or your employees, agents, contractors, vendors or anyone gaining access to the Office 365 network through your passwords or equipment.
- Your failure to adhere to any required configurations, supported platforms and outlined policies for acceptable use. This includes any changes made during the service such as changing your operating system.
- Reserved licences which have not been paid for at the time of the downtime.

If the uptime falls below 99.9% for any given month, you may be eligible for the following rebate:

Online service availability in a given month (excluding planned maintenance)	Rebate (% of per affected User monthly recurring charge)
Less than 99.9% and greater than or equal to 98.0%	10%
Less than 98.0% and greater than or equal to 95.0%	20%
Less than 95.0%	30%

Regarding Skype for Business call quality, we commit to our customers that the Monthly Good Call Rate will be 99.9% and above (excluding planned maintenance). This is measured over a month on any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN). To calculate the Monthly Good Call Rate, use the following formula:

$$\frac{\text{Total eligible calls in a month} - \text{Poor Quality Calls in a month}}{\text{Total eligible calls in a month}} \times 100$$

Please see the relevant definitions relating to a call quality claim:

- “Eligible Call” is a Skype for Business placed call (within a subscription) that meets both conditions below:
 - The call was placed from a Skype for Business Certified IP Desk phones on wired Ethernet
 - Packet Loss, Jitter and Latency issues on the call were due to networks managed by Microsoft.
- “Total Calls” is the total number of Eligible Calls
- “Poor Quality Calls” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), Packet Loss Rate, Jitter and Packet Loss-Delay Concealment Factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype and Skype for Business calls and evolution of Devices, Algorithms and end user ratings.

If the Monthly Good Call Rate falls below 99.9% for any given month, you may be eligible for the following rebate:

Monthly Good Call Rate in a given month (excluding planned maintenance)	Rebate (% of per affected User monthly recurring charge)
Less than 99.9% and greater than or equal to 98.0%	10%
Less than 98.0% and greater than or equal to 95.0%	20%
Less than 95.0%	30%

If you wish to make a claim for non-conformance against this SLA you should do so in writing to support@clouddirect.net citing your reasons in full, the duration of the downtime, the number of users affected and relevant Cloud Direct Support Case numbers within 10 calendar days of the online service interruption.

Our Directors will review any incident raised by evaluating all the information reasonably available to them and make a good faith judgment on whether a Rebate is owed. You must be in compliance with our contractual agreement and this SLA in order to be eligible for a Rebate. If we determine that a Rebate is owed to you, we will apply the Rebate to your next invoice; you may not offset the Rebate yourself from any payments owed. If you receive an SLA Rebate this is your sole and exclusive remedy for any performance or availability issues for any Office 365 service covered by this SLA.