



Lanmark Cloud Support for Microsoft Azure

Product Terms and Conditions

Product Terms and Conditions for Lanmark Cloud Support for Microsoft Azure

In addition to any other terms and conditions of Customer's Agreement with Lanmark, these Product Terms shall apply when Customer purchases Lanmark Cloud Support for Microsoft Azure Services.

1 ADDITIONAL DEFINED TERMS.

"Applicable Data Protection Law" means all applicable laws, rules, regulations, orders, ordinances, regulatory guidance, and industry self-regulations in relation to data privacy, including but not limited to the EU General Data Protection Regulation ((EU) 2016/679).

"Controller", "Processor", "Data Subject", "Personal Data", and "Process" or "Processing" shall all have the meanings set out in Applicable Data Protection Law. **"Customer Data"** means all data, including all text, sound, video, image files, and software that are provided to Microsoft or Lanmark by, or on behalf of, Customer through use of the Microsoft Azure Services.

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"Guide" means the document containing the Lanmark Cloud Support for Microsoft Azure Services that are available under this Agreement and the specific terms regarding the use of those services, a current version of which is located at <http://www.lanmark.com/terms-conditions/> The contents of the Guide are incorporated into this Agreement by reference and as updated from time to time.

"Microsoft Azure Services" or "Azure Services" means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/support/legal/sla/> except where identified as licensed separately.

"Microsoft Azure VM" or "Azure VM" means the virtual machines deployed on the Microsoft Azure Services for which Customer has purchased enhanced support from Lanmark.

"Microsoft Customer Agreement" means the Agreement that Microsoft uses to convey or provide Microsoft Azure Services to Customer.

"PII" means personally identifiable information as defined by the Applicable Data Protection Law.

"Reserved Instances" means a pre-paid, discounted, Microsoft Azure virtual machine purchased within a distinct region.

2 MICROSOFT AZURE SERVICES.

By entering this Agreement, Customer acknowledges that if Lanmark resells the Azure Services to Customer then Customer's use of those Azure Services is subject to the Microsoft Customer Agreement, a current copy of which is located at:

<https://docs.microsoft.com/en-us/partner-center/agreements> and which shall be effective without signature, and this Agreement. Customer releases Lanmark from any and all liability whatsoever arising out of or in connection with the Azure Services, Microsoft's provision, management or operation of the Azure Services, and Microsoft's exercise of its rights in the Microsoft Customer Agreement or Customer's breach thereof

3 LANMARK CLOUD SUPPORT FOR MICROSOFT AZURE SERVICES.

3.1 Azure Services Resale.

Lanmark may resell to Customer a subscription for the Azure Services and help Customer to provision Customer's Azure account(s) as detailed in the Guide. Default settings shall be applied to the Azure account(s) provisioned by Lanmark on Customer's behalf, and Lanmark shall create Customer's Lanmark account. Lanmark shall help Customer provision the Microsoft Azure Services, and such help may include assistance with the following tasks: (i) creating Customer's Microsoft customer account; (ii) verifying Customer's ownership of that account; (iii) provisioning Customer's end user subscriptions on Customer's customer account; and (iv) activating Customer's end user subscriptions

3.2 Additional Services.

Based on Customer's service level election made at the time Customer purchases the Services from Lanmark, Lanmark shall provide to Customer the Cloud Care or CloudHealth services detailed in the Guide in support of Customer's use of the Azure Services. Lanmark's obligation to provide the Services is contingent on Customer retaining the default account settings applied by Lanmark and meeting any Configuration Requirements provided to Customer from time to time in the Guide or other documentation.

3.3 Support Services.

Lanmark live support shall be available 24 hours per day, seven days per week, year-round ("**Support Services**"). Customer agrees not to submit support requests directly to Microsoft. For issues involving Customer's third party suppliers and vendors other than Microsoft, Lanmark may identify the issue and assist Customer by participating on conference calls with the third party supplier but all communications must be initiated and coordinated by Customer. Customer also acknowledges and agrees that Lanmark is not liable for services or support provided by or to Customer's third party supplier(s).

3.4 Digital Partner of Record.

If Customer provides Customer's own license for the Azure Services, Customer acknowledges and agrees to designate Lanmark as the Digital Partner of Record (DPOR) during the term of this Agreement.

3.5 Agent for Third Party Software.

Lanmark may agree to install third party software (for example, from an Azure marketplace) as part of the Services. Where such activity requires the acceptance of an End User License Agreement (or similar terms), Customer hereby authorises Lanmark to accept such terms on Customer's behalf, agrees to be bound by and adhere to such terms, and acknowledges that Customer, and not Lanmark are bound by such terms. Lanmark shall notify Customer via ticket when Lanmark accepts such terms on Customer's behalf and direct Customer to a copy.

3.6 Support Method.

Customer may submit all Support Services requests directly to Lanmark by telephone, chat, or ticket at the contact information provided in Customer's Services Description, provided that the service level guarantee in Section 4 shall only apply to requests submitted by ticket, and such tickets shall be deemed to be "Standard" level issues. Customer agrees not to submit Support Services requests directly to Microsoft.

4 SERVICE LEVEL AGREEMENT.

4.1 Response Time – Cloud Care Service Level Only.

The following response times apply only if Customer purchased the Cloud Care Service Level. Lanmark shall respond to Customer's Support Services requests submitted directly to Lanmark via ticket within the "Standard" level time frame. Lanmark shall respond to monitoring alerts within the following time frames, as applicable. Lanmark does not make any service level guarantees regarding support requests Customer submits directly to Microsoft.

Severity	Definition	Contact Method	Initial Response Time
Emergency	Business-critical system outage / extreme business impact	Automated alert only	15 minutes
Urgent	Production system impaired / moderate business impact	Automated alert, ticket, phone	1 hour
Standard	Issues and requests / minimal business impact	Automated alert, ticket, phone	4 hours

4.2 Remedy.

If Lanmark fails to meet the response time initial response times in Section 4.1, Customer is entitled to a credit of £250 per event, up to 100% of Customer's monthly recurring support fee for the calendar month. If Customer is paying for Customer's Services in a currency other than US Dollars, this credit shall be converted to the currency in which Customer pays for Customer's Services as of the date of the invoice on which the credit is applied. Customer is not entitled to a credit under this Section 4.2 if the event giving rise to the credit occurred because of the unavailability of Customer's Microsoft Azure Services or because of Lanmark's inability to access Customer's Microsoft account (if such inaccessibility is caused by Customer or Microsoft). Customer is not entitled to a credit if Customer is in breach of the Agreement (including Customer's payment obligations to Lanmark) at the time of the occurrence of the event giving rise to the credit. Customer must request a credit through Customer's Lanmark account within seven days following the event giving rise to the credit.

4.3 Microsoft Azure Services SLA.

The Microsoft Customer Agreement provides a service level agreement from Microsoft to Customer that may be updated periodically by Microsoft. Remedies for service level violations shall be provided by Lanmark for those Azure services Customer purchases

directly through Lanmark, provided that Customer must notify Lanmark of any service level requests by the end of the billing cycle in which the service incident occurred. Customer may not go directly to Microsoft with service level inquiries or requests for remedies. Lanmark shall pay any credits owed under the Microsoft Customer Agreement within 60 days of Customer's request to Lanmark for such credits.

5 ACCESS TO CUSTOMER'S CUSTOMER DATA AND CUSTOMER ACCOUNT INFORMATION.

By using the Lanmark Cloud Support for Microsoft Azure services, Customer acknowledges that Lanmark and Microsoft shall have access to Customer's Customer Data. Additionally, Customer acknowledges that Microsoft may collect, use, transfer, disclose, and otherwise process Customer's Customer Data, including PII, as further described in the Microsoft Customer Agreement.

Personal Information (as such term is defined in the Lanmark Privacy Statement) that Lanmark collects about Customer (other than Customer Data) during the purchase, account sign-up, use, or maintenance of Customer's account, shall be processed by Lanmark in accordance with its then-current Privacy Statement contained within Lanmark General Terms and Conditions, a current version of which is located at <http://www.lanmark.com/terms-conditions/>

Lanmark has authorised Microsoft (and its service providers and subcontractors) at our direction to access and disclose to law enforcement or other government authority's data from, about or related to Customer, including the content of Customer's communications (or to provide law enforcement or other government entities access to such data as required). Customer agrees that, as and to the extent required by law, Customer shall notify Customer's individual users of the Microsoft Azure Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Lanmark and shall obtain Customer's users' consent to the same.

6 DATA PRIVACY.

Customer agrees that Customer is the Controller and primary Processor of Customer Data. Customer consents to the processing of Customer Data in, and the transfer of Customer Data into, the Microsoft regions selected by Customer. Customer may specify the Microsoft regions in which Customer Data will be stored and accessible by Customer and Customer's end users. Lanmark shall not move Customer Data from Customer's selected Microsoft regions without Customer's instructions and without notifying Customer, unless required to comply with the law or requests of governmental entities. Such Processing of Customer Data is subject to this Agreement and the Microsoft Customer Agreement.

Customer warrants that Customer shall process any Customer Data that includes PII in compliance Applicable Data Protection Law. Customer agrees that if the Microsoft region Customer selects for storing Customer's PII is outside of Customer's own state, province, country, or other jurisdiction, then Customer's obligation to comply with Applicable Data Protection Law includes an obligation to comply with the law of the state, province, country, or other jurisdiction in which the PII is stored. Customer shall, or Customer shall require its end user(s) to, implement those technical and organizational measures required by Applicable Data Protection Law relative to Customer's use of Lanmark Cloud Support for Microsoft Azure Services and the nature and the volume of the PII processed through

Customer's use of Lanmark Cloud Support for Microsoft Azure Services. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to Lanmark's provision of any services to Customer or Customer's Processing of any PII. Customer shall not, by any act or omission, place Lanmark or its Representatives in breach of Applicable Data Protection Law.

7 FEES.

7.1 Cloud Care & CloudHealth Service Level Fees.

Lanmark shall charge Customer the current Azure retail rates for Customer's use of the Azure Services in addition to a fee for the Cloud Care or CloudHealth services as applicable. Lanmark shall obtain Customer's Azure usage and billing information directly from Customer's Azure account. The fees for Customer's Cloud Care or CloudHealth service shall be based on Customer's actual Azure Services usage multiplied against Microsoft's pay-as-you-go pricing tables and are subject to change on a monthly basis depending on Customer's actual Azure Services monthly usage.

7.2 Additional Fees.

Lanmark may charge Customer additional fees as described in the Guide.

7.3 Billing Details.

Recurring fees shall be billed monthly in arrears, and any one-time fees shall be billed immediately as incurred. Because fees are billed in arrears, Customer may receive invoices for Services up to 60 days after decommissioning a device. Lanmark may continue to bill Customer after the termination or expiration of this Agreement or the Support Services for fees incurred prior to such termination or expiration. If Customer has arranged for payment by credit card or direct debit or ACH, Lanmark may charge Customer's card or account on or after the invoice date. Customer may review the Guide for further details regarding billing cycles and accessing Customer's invoices.

7.4 Reserved Instances.

The support fees charged by Lanmark for Customer's Cloud Care or CloudHealth services shall not be affected by Customer's purchase of Reserved Instances. Where Customer's Azure Services cost is increased due to a purchase of Reserved Instances, Lanmark shall base Customer's monthly support fees on Customer's actual Azure VM usage, calculated at the pay-as-you-go price. Likewise, where Customer's Azure Services cost is reduced due to use of Reserved Instances, Lanmark shall base Customer's monthly support fees on Customer's actual Azure VM usage, calculated at the pay-as-you-go price.

8 CHANGES TO AGREEMENT.

Notwithstanding anything in the Agreement to the contrary, Lanmark may change the terms of this Agreement at any time, effective immediately as required to comply with the reseller agreement between Microsoft and Lanmark or in response to changes made by Microsoft to the reseller agreement between Microsoft and Lanmark. This includes changing the fees applicable to the Services as described in Section 7. Additionally, Lanmark may terminate this agreement and Customer's account immediately if Microsoft determines such termination is necessary to comply with law or if Microsoft no longer permits resale of the Microsoft Service.

9 TERM.

The Initial Term of the Service Order commences upon the effective date of the Service Order and shall continue for an Initial Term of one month. Upon expiration of the Initial Term, the Service Order shall automatically renew for successive Renewal Term of one month each, unless and until one of us provides the other with 30 days written notice of non-renewal in advance of the expiration of the then current term.

10 DISCLAIMERS.

To the extent permitted by law, Lanmark disclaims our liability for damages under this Agreement, whether direct or indirect, incidental or consequential, arising from Customer's use of the Microsoft Azure Services or other related Microsoft products.

Lanmark does not promise to backup Customer's data. Although certain services may be used as a backup service, Customer agrees that Customer shall maintain at least one additional current copy of Customer's programs and data. Customer is solely responsible for performing and testing restores as well as testing Customer's systems and monitoring the integrity of Customer's data.