

SmartCLOUD AGREEMENT

Microsoft 365 Services

PARTIES

The Missing Link Network Integration Pty Ltd (**The Missing Link**) ABN: 56 101 690 635
of 9-11 Dickson Avenue Artarmon NSW 2064

The Client specified in the Quotation (**Client / You / Your**)

This is the agreement referred to in the Quotation issued to You by The Missing Link for SmartCLOUD AGREEMENT Microsoft 365 Services. This agreement incorporates The Missing Link's [General Terms and Conditions](#) and the [Microsoft Customer Agreement](#). If there is inconsistency between any of the documents those documents will be interpreted in the following order of priority.

- (a) Microsoft Customer Agreement
- (b) Quotation issued by The Missing Link to you
- (c) this SmartCLOUD AGREEMENT Microsoft 365 Services
- (d) The Missing Link's General Terms and Conditions

1 DEFINITIONS

- 1.1 **Adjustment Period** means the first seven days of the term, or, if you add licences during the term, the seven days after you added those licences; but, if you were prevented from adjusting licence numbers due to Microsoft error, means the same period, extended by the time you were prevented from adjusting licences by the Microsoft error.
- 1.2 **Incident Management** means a defined process for logging, recording and resolving incidents. The aim is to restore the Service as quickly as possible. This excludes incidents relating to the data or infrastructure not managed by The Missing Link.
- 1.3 **Problem Management** means a defined process for logging, recording and resolving problems. The aim is to detect the underlying cause of the incident to prevent it from reoccurring. This excludes problems relating to the data or infrastructure not managed by The Missing Link.

2 TERM AND TERMINATION

- 2.1 Minimum initial term is either 36 months, 12 months or 1 month as specified in the Quotation. Services will be automatically renewed for a rolling term and subsequent terms equivalent to the initial term, unless The Missing Link is notified in writing, no less than 30 days prior to the current end date.
- 2.2 Without limiting The Missing Link's rights or remedies at law, if you terminate the Service before the expiry of that minimum service period, you must pay to The Missing Link an amount which is the Service charges multiplied by the number of months between the date of termination of that Service and the end of the relevant period. Where a discount has been applied to the Installation Charges, this discount amount may also be payable.

3 THE SERVICE – DELIVERABLES AND DEFINITIONS

- 3.1 The Cloud Services Program allows You access to Microsoft 365 licenses on a pay by the month subscription model which is elastic and with minimal commitment to an initial term. Minimal commitment means You sign up to a 1 month, 12 month or 36 month commitment (as specified in the Quotation) to the "tenancy"; and you can add licences at any time, and reduce licenses at any time during the Adjustment Period (but if the Adjustment Period occurs more than 7 days after the start of the initial term, then the reduction is limited to the additional

licences you added immediately before the Adjustment Period).

- 3.2 The Service is the supply of Microsoft 365 licenses as detailed in the Quotation.

- 3.3 Support

Support is available via telephone or email between 8:30am – 6:00pm AEST Monday to Friday, and is included if relating to the billing details, provisioning and availability of the Microsoft 365 licenses. Examples of typical support tasks include:

- Password resets for administrator accounts.
- Assigning new or removing licences to or from the customer account.
- Escalation of service issues to Microsoft support.

Support relating to training, any issues relating to changes made by the Client to the Service, and onsite support will be charged on a time and materials basis. Not granting The Missing Link delegated administrative privileges through the Microsoft 365 Admin Portal, may hinder The Missing Link's ability to provide support.

4 CLIENT'S RESPONSIBILITY

Unless supported under another agreement with The Missing Link, the Client will be responsible for assigning a Microsoft 365 administrator. The administrator will be responsible for the following typical tasks:

- Password resets for users.
- Licensing usage management.
- Creating Microsoft 365 Groups.
- Adding aliases.
- Setting user permissions.

5 PAYMENT

This service is billed monthly in advance and is payable within 14 days. The first invoice will be for two months. Any adjustments are billed or credited in arrears in the following month. The Missing Link reserves the right to discontinue, suspend or terminate the Services in the event of non-payment. This does not alter the Client's obligation to pay for the services under this Agreement.

6 MICROSOFT CLOUD AGREEMENT

By agreeing to these terms, you are also agreeing to the [Microsoft Customer Agreement](#) terms and any other Microsoft licensing terms and conditions relating to the services being provided.

7 PRIORITIES AND RESPONSE TIMES

All incidents will be given a priority level which is determined by The Missing Link under its incident management process a copy of which will be given to The Client on written request. Response times for each priority level are as follows:

| | | Business Impact | | |
|---------|--------|-----------------|----------|--------------|
| | | High | Medium | Low |
| Urgency | High | Critical | Urgent | Standard |
| | Medium | Urgent | Urgent | Standard |
| | Low | Standard | Standard | Non-Critical |

Critical within two (2) hours from receipt of request

Urgent within four (4) hours from receipt of request

Standard within one (1) Business Day from receipt of request

Non-Critical within five (5) Business Days from receipt of request

8 ADDRESSES FOR NOTICES

The Missing Link Network Integration Pty Ltd

9-11 Dickson Avenue Artarmon NSW 2064

Facsimile: 02 9966 4664

Email: admin@themissinglink.com.au

Client Details

As per the information supplied during the proposal phase. It is the Client's responsibility to advise The Missing Link of any changes to their contact details.