

1 Scope

Swisscom (Switzerland) AG makes available Microsoft Online Services and Microsoft Office applications for your (Company) use as a customer. They can be used on PCs running a current Windows or Mac operating system as well as on Smartphones and other devices with mobile Internet connectivity, that is, in conjunction with web browsers.

They are intended for use online over an Internet connection. Personal data (e.g. e-mail, calendar, contacts) and team data (documents, projects, management information, archives, web presences) can be used independent of the office workplace and across company boundaries.

With the optionally available Microsoft Office Pro Suite, data can be worked on offline on the local computer using Word, Excel, SharePoint Workplace, Outlook, etc. With an existing Internet connection, the data can be stored online.

Swisscom offers Microsoft Office 365 by monthly subscription. The customer receives the necessary access data, programs and use rights (licenses) for the subscription's duration.

The contract incorporates the following documents in the order shown below:

- > Swisscom Pricelist for Microsoft Office 365
- > Swisscom Service Description for Microsoft Office 365
- > Swisscom Terms of Use and Conditions and Licensing Terms for Microsoft Office 365
- > Swisscom Data Services General Terms and Conditions

2 Microsoft Office 365 – Services

Basically, the services may be subscribed to in three differently configured product families:

- > Office365 for Small Businesses (abbr. P)
- > Office365 for Medium Size Businesses (abbr. M)
- > Office365 for Enterprises (abbr. E)

The features of the different product families are detailed on the factsheet on the Swisscom website at <http://www.swisscom.com/office365>. You can find further information on all Office 365 products at <http://www.microsoft.com/office365>

2.1 Microsoft Office 365 for Small Businesses

Microsoft Office 365 for Small Businesses comprises two different bundles with technical limitations that make them suitable for professionals and enterprises with up to 25 employees.

Microsoft Office 365 for Small Businesses offers secure access to personal data such as e-mails, calendar, contacts, tasks as well as document sharing across company boundaries. It also supports your Internet presence.

Small Business Premium includes the following Microsoft services via the Internet: Exchange Online, SharePoint Online, Lync Online, Office Web Apps. It also incorporates non-transferable licenses for Microsoft Office Professional Plus (Word, Excel, PowerPoint, etc.) locally installed for the subscription period.

The Microsoft websites provide comprehensive help on how to install and run Office 365 Professional.

2.2 Microsoft Office 365 for Medium Sized Companies

Microsoft Office 365 for Medium Sized Companies incorporates the following Microsoft services via Internet access: Exchange Online, SharePoint Online, Lync Online, Office Web Apps. There are also limited, non-transferable licenses for Microsoft Office Professional Plus for local installation. Technical limitations make it suitable for up to 300 users.

2.3 Microsoft Office 365 for Enterprise

Microsoft Office 365 for Enterprise contains the following Microsoft services via Internet access: Exchange Online, SharePoint Online, Lync Online, Office Web Apps. It also incorporates non-transferable licenses for Microsoft Office Professional Plus locally installed for the subscription period. You can also pay for additional services for Office 365 for Enterprise (see the current price list for details).

3 Swisscom Services

3.1 Installation, Service and Support

3.1.1 Installation, Administration and Configuration

The service can be ordered from a Swisscom partner or directly from Swisscom.

Customers or partners can use the Swisscom portal for license and user administration (<http://cp.cspp.swisscom.ch>).

You can access the Microsoft Portal via the Internet to download the programs included and configure the services to your individual requirements (<http://portal.microsoftonline.com> at the time of publication).

A semi-public Microsoft online area with frequently asked questions (FAQs) is available with more installation and configuration instructions.

Swisscom refers qualified Swisscom partners for the initial installation and data migration from legacy systems.

The Swisscom partner advises on the appropriate installation procedure and is available for on-site support if necessary. The Swisscom Partner invoices the customer directly as necessary independent of the subscription.

3.1.2 Operational Support

Operational support is predicated on a successful initial installation.

Customers with Microsoft Office 365 for Small Business (P1) can avail themselves of Microsoft's Internet forums as sources of information.

The price of Microsoft Office 365 for Small Business (P1) does not include customer support over the telephone. A telephone support **option** can be ordered at additional cost for support on weekdays (**Monday through Friday, 7 a.m. to 6 p.m., excluding Sundays and holidays**). The Swisscom partner will inform about arrangements during non-working hours.

Customers with **Microsoft Office 365 for Small Business** Premium, Medium Sized Business and Enterprise Businesses qualify for telephone support from the partner or Swisscom on workdays, i.e. Monday through Friday, from 7 a.m. to 6 p.m. Outside these times, as well as on Sundays and holidays, a Swisscom on-call service is available to Microsoft Office 365 for Enterprise Customers to take reports of issues and assist with their resolution.

Support queries not involving outages will be accepted and resolved during the next business day, beginning at 7 a.m. The Swisscom Partner will provide information concerning arrangements during non-working hours.

Swisscom's telephone support services will be provided solely to an Administrator for Microsoft Office 365 who has been duly designated to Swisscom.

The customer will be billed for any support service not connected with an outage and any other on-site services required.

Swisscom may recommend a specialist partner for on-site service requirements.

3.1.3 Changes reflected in the subscription price

The customer's Microsoft Office 365 Administrator is authorized to place orders with Swisscom related to the combining of services that may affect the subscription price. To this end, the Administrator will receive the portal's Internet address along with a user name and password. Once registered, Swisscom will consider the Administrator duly authorized to place orders.

3.2 Licenses

This section covers the following services/products under the Microsoft Office 365 umbrella.

- > Exchange Online (Plan 1)
- > Exchange Online (Plan 2)
- > Exchange Online Archiving
- > Exchange Online Kiosk
- > Exchange Online POP
- > Lync Online (Plan 1)
- > Lync Online (Plan 2)
- > Lync Online (Plan 3)
- > Microsoft Office 365 Small Business
- > Microsoft Office 365 Small Business Premium
- > Microsoft Office 365 Midsize Business
- > Microsoft Office 365 Enterprise E1
- > Microsoft Office 365 Enterprise E3
- > Microsoft Office 365 Enterprise E4
- > Microsoft Office 365 Enterprise K1
- > Office Professional Plus
- > Office Web Apps with SharePoint Plan 1
- > Office Web Apps with SharePoint Plan 2
- > SharePoint Online (Plan 1)
- > SharePoint Online (Plan 2)
- > SharePoint Online Storage
- > Office 365 Blackberry
- > Visio Professional Plus
- > Project Professional Plus

Once the subscription and licenses linked to it have been received, the customer may use programs (software) and online services made available via the Internet. The licenses form part of the Swisscom subscription. The requirements and conditions are administered as follows:

After the licenses have been procured they must be assigned to the users. The customer's Microsoft Office 365 Administrator does this via the Microsoft Online Portal. A license remains valid for as long as it is assigned to a user, but not beyond the contract's termination date.

Licenses previously assigned to users may also be transferred subsequently to other customer users. The rights of use become effective once they have been transferred on the Microsoft Online Portal.

In order to access the full range of services available, any new users need to register and change their password.

Further instructions for use and license requirements for Swisscom Microsoft Office 365 are addressed in the document **Terms of Use and Licensing Terms for Swisscom Microsoft Office 365**.

3.3 Security and Availability

3.3.1 Service availability and limitations

Microsoft Office 365 is offered 24/7 with high availability.

Depending on the country or region, some services and functions of Microsoft Office 365 may not be available. A service such as VOIP (Voice over IP) may not be available everywhere. Functions within a service may be limited. Information concerning limitations can be found at <http://www.microsoft.com/de-de/office365/licensing-restrictions.aspx> (link valid at time of publication).

Swisscom may suspend Microsoft Office 365 in whole or in part without notice:

- > If Swisscom believes that your use of the online service represents a direct or indirect threat to our network's functioning or anyone else's use of the online service;
- > if reasonably necessary to prevent an actual or reported unauthorized access to customer data;
- > to the extent necessary for complying with legal and regulatory requirements.

3.3.2 Protection against harmful programs

Incoming e-mails and attachments are filtered by the latest spam and anti-virus programs. E-mails with obvious tell-tale spam and virus signatures may be erased without notice. Antivirus and spam filters are updated regularly. To prevent abuse, the number of transmission per day and per address may be restricted.

3.3.3 Encoding

Access to Microsoft Office 365 services over an open network are rigorously encoded according to prevailing industry standards.

Exceptions are made for access to public pages of SharePoint Online, as well as access to SharePoint in Microsoft Office 365 for Professionals (in general).

3.4 Backup and Restore

The customer can restore erased elements of Exchange Online or SharePoint Online to a limited degree. Restoring erased data is possible for a certain time. At the time of publication, it is 30 days. The customer's Microsoft Office 365 Administrator can obtain information about the current procedures and time limits from the Microsoft Office 365 support pages. The customer's Microsoft Office 365 Administrator can authorize Swisscom to restore erased mailboxes or entire structures (SharePoint). Data will be restored in line with the available capabilities and the effort required.

4 Customer obligations

4.1 Software requirements

The system requirements must be met for optimal use of the services and programs provided. Microsoft describes the applicable systems requirements in the help documentation.

4.2 Duty to cooperate

All applicable preparatory and support work in connection with the setup of Microsoft Office 365 services or programs, e.g. registrations in the zone files for owned Internet domain names, are to be borne by the customer at its own expense.

This process and others may call for special expertise. If necessary, a Swisscom Partner specializing in Microsoft Office 365 can be brought in. Swisscom is pleased to recommend appropriate specialists.

The information required for activation is available via the Microsoft Online Portal. Swisscom will provide the Administrator with the information needed to access the portal. The initial passwords must be replaced with personal, secure passwords. Certain functions will only become available after this.

The customer is solely responsible in all respects for the use of access information as well as the passwords. Passwords must be changed regularly, selected to be effective and saved carefully.

The customer is responsible for all activities conducted with authenticated access. The customer must inform Swisscom without delay of any possible misuse of the accounts or security-related incidents in connection with the online service.

The customer is obligated to administer the use rights within limits of the acquired numbers and their specified duration. It will actively prevent use beyond the authorized numbers and the specified time frames.

Each user to whom you assign a license has to connect to the Internet from the machine on which the software is installed at least once every 45 days. Should a user fail to fulfill this requirement, the software's functionality may be restricted or suspended.

4.3 Pre-conditions

4.3.1 Customer relationship

The rights owner has authorized Swisscom to offer the service exclusively in connection with an existing customer relationship. To use Microsoft Office 365, the customer must maintain at least one other contractual relationship with Swisscom. Should this condition fall away, Swisscom can stop providing the Microsoft Office 365 service.

4.3.2 Data traffic

Using the services requires a suitable landline or cellular connection. The costs of this connection and the data traffic are not included in the subscription for Microsoft Office 365.

5 Further conditions

5.1 Billing and payment

Normally, the service is billed monthly. The obligation to pay starts on the day the services are activated. This also applies in the event the service cannot be used subsequent to activation because of delays for which Swisscom is not responsible (e.g. no domain name exists). In the case of partial months, one-thirtieth of one month's charges can be billed daily.

If the service is cancelled it will be billed up to and including the day of cancellation with one-thirtieth of the month's charges per day.

5.2 Warranty

Swisscom does not guarantee uninterrupted or defect-free functioning of the above named services. Swisscom takes measures to secure its services and the telecommunications network. However, it cannot guarantee that the services or the telecom network will not be misused. The customer acknowledges that totally secure and defect-free service delivery is not possible even with Swisscom's best efforts and the use of advanced technology. Swisscom does not exert any influence over errors, updates, functionality changes, etc. of Microsoft's programs and online services, such as Exchange Online, SharePoint Online Microsoft Office Outlook, Outlook Web App (OWA), ActiveSync®, BlackBerry®, etc.

Swisscom assumes no liability for the erasure of customer data. Unless stipulated otherwise elsewhere, Swisscom is not obligated to continue storing customer data, to export it or return it after expiration or termination of the online service and can simply erase it permanently.

5.3 Operational interruptions

Should the service availability fall below 99.9% per month and all of the customer's information necessary for validation of a claim is in Swisscom's hands within 20 days from the event in question (duty to cooperate), Swisscom may refund the customer an appropriate part of the fees or provide free use for an appropriate length of time. Availability of Internet access will be exclusively measured on Microsoft's side (not at the customer's place of use).

Swisscom reserves the right to conduct systems maintenance. Planned maintenance work will be posted for the Administrator on <http://portal.microsoftonline.com>. During this time all Microsoft Office 365 online services may be temporarily interrupted. Insofar as possible, Swisscom will inform customers without delay of other operational interruptions necessary for fixing defects, undertaking security-related maintenance or introducing new technologies, etc. Swisscom makes every effort to keep such interruptions as short as possible.

Swisscom's ordering and administration portal is not included in the calculation of 99.9% availability.

5.4 Misuse

The customer is responsible for the content of all information (data in any form) which is stored on the Microsoft Office 365 infrastructure by it or its users. The customer and users may only store legal content or allow such to be stored.

The customers (or its users) are not permitted to:

- > use the online service in a manner that is prohibited by laws, ordinances, regulations or official decrees or that would violate the legal rights of others;
- > use the online service in a manner that could harm it or impair its use by others;
- > use the online service to attempt to gain unauthorized access to services, data, accounts or networks, by any means;
- > to falsify information in any protocol or e-mail header (e.g. "spoofing");
- > use the online service to send out "spam" (that is, unsolicited bulk or commercial messages) or otherwise make available offers designed to violate these terms (e.g. denial-of-service attacks, etc.); or
- > remove, modify or tamper with the legal notices and links incorporated into the online service.

5.5 Data protection

The privacy framework covers the following data:

- > personal data that Swisscom passes on for purposes of preparation and rendering of services;
- > data which the customer transmits in the course of using the services, e.g. e-mail contents, documents on SharePoint, etc.;
- > data which the customer releases to other service providers.

Customer and user personal data is only used to the extent necessary to furnish the online services to the customer, including problem resolution. Swisscom will take reasonable, proper technical and organizational measures in order to protect personal data from unintended or unjustified loss, access or disclosure.

The customer acknowledges and consents to personal data (e.g. for the company, Administrator or users) and documents as well as e-mails collected through the online service being kept, transferred, processed or used in the USA or other countries in which Microsoft or its authorized parties and partners maintain facilities. The laws of the respective business domicile and the legal domicile of Microsoft, the authorised party or the partner will apply. This is based on the following declaration by Microsoft(available here at time of publication): <http://www.microsoft.com/online/legal/?langid=en-en&docid=7>

Third parties collaborating with Swisscom on the Microsoft Office 365 framework, may use, copy, disseminate, advertise, publish, and change data (including text, audio and image files) provided by the customer for the purpose of using the online service. They may also publish the customer's name. The customer grants the necessary consent by concluding a contract or activating test accounts (trial versions) for Microsoft Office 365.

5.6 Changes to the Terms of Service

Swisscom reserves the right to change these Terms of Service at any time. Swisscom will inform the customer when any updated Terms of Service take effect.

5.7 Contract Term and Termination Notice

Unless otherwise agreed, Microsoft Office 365 for Small Businesses can be terminated at the end of any month.

The customer can end its use via the online Portal. Billing will cease at calendar month end.

Unless otherwise agreed, the minimum contractual period of 12 months for Microsoft Office 365 for Medium Sized Businesses and Microsoft Office 365 for Enterprises takes effect from the time of the first order. The service can be terminated at any time. Following termination, the equivalent value of the remaining contractual period will be billed as a one-off charge. Microsoft Office 365 for Medium Sized Businesses and Microsoft Office 365 for Enterprises may be cancelled at the end of any month after expiry of the minimum contractual period.

The right to cancel without notice for overriding reasons (e.g. governmental requirements) is reserved.