

## Offer Terms and Conditions

- **Minimum Term:** The Minimum Term (1 year) of the Service shall be automatically renewed following the expiry of the Minimum Term unless the Customer opts out of automatic renewal by giving 30 days' written notice prior to expiry of the contract.
- **Early Termination Charges:** If the Customer cancels the Service prior to the end of the Minimum Term, the Customer must pay an early termination charge equal to:
  - a) **Business complete:** One time the monthly recurring charge + remaining value of the device.
  - b) The remaining value of the device, if the device contract is active, is calculated as the value of the device divided by business Complete contract commitment term multiplied by the number of remaining months in the contract.
    - i. Terminating any of the Business Complete plan components within active commitment period will result in breaking the plan commitment and the early termination fees (point 'a').
- Speeds above 120Mbps are subject to technical availability and site survey.
- The International Free minutes included in business Complete package is for top 190 destinations
- All charges are exclusive of VAT

## Documents required:

- A copy of your Trade License.
- A copy of your Establishment Card.
- A copy of Passport and Visa copy of the owner.
- A copy of your Ejari registration.

*In case of owner authorizing a different person:*

- Authorization letter/NOC
- A copy of emirates ID or Passport and Visa copy of the owner
- A copy of Emirates ID or Passport and Visa copy of the authorized person

**Prices, Currency & Payments:** Prices mentioned are in AED. Payment to be made in AED. All charges are exclusive of VAT

## Service Schedule for Microsoft Office 365

This Service Schedule is applicable to a service request for the applicable Service(s) which has been submitted by Customer, and accepted by du, in accordance with the General Terms and Conditions (collectively, the Agreement).

### 1. Definitions

In addition to the definitions set out in the General Terms, the following definitions apply to this Service Schedule:

**Customer Information** - Information that (a) Customer provides to du; (b) details of how Customer uses Licensed Services, including details of charges paid & other financial information; or (c) details of how Customer has performed in meeting the obligations under this Agreement and other information relating to this Agreement.

**Licensed Service** – The service(s) that du makes available to Customer under this Agreement.

**Online Services Use Rights** – Microsoft's current terms of service under which du provides the applicable Licensed Service to Customer, available at <http://www.microsoft.com/en-us/legal/IntellectualProperty/UseTerms/Default.aspx>.

**Software** - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by du or its licensors to Customer irrespective of how it is stored or executed.

**Software License** - The terms and conditions that prescribe how Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.

### 2. Service Level Agreement

- 2.1. The Service Level Agreement set out in the Annex to this Service Schedule forms part of the Agreement and applies as specified in the Annex.
  - 2.2. du's sole liability for a failure in the Service covered by the Service Level Agreement is limited to the amount payable to the Customer as set out in the Annex.
3. **Customer's obligations**
  - 3.1. Customer represents that it has the necessary rights to any data, software programs or services that it uses in connection with its access or use of the Online Services Use Rights and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
  - 3.2. Customer agrees to access or use the Services:
    - 3.2.1. without violating the rights of any third party or purporting to subject du or Microsoft to any other obligations to you or any third party; and
    - 3.2.2. solely in a manner that complies with all applicable laws and regulations.
    - 3.2.3. Customer consents for Microsoft to receive and use the Customer's Information in order to provide the Services.
4. **Installation and Availability of the Licensed Services**
  - 4.1. du will provide support services to assist Customer with the products and services including any Software License. Please contact du for any operational or technical support questions related to the Licensed Service at 800188.
  - 4.2. du shall be the global administrator for all Microsoft Office 365 the Customer subscribes to.
  - 4.3. du shall use reasonable endeavours to provide Customer with the Licensed Services however, du cannot guarantee that the service will be fault-free.
5. **Software License and Intellectual Property**
  - 5.1. Use of the Licensed Services shall be subject to the terms of the Online Services Use Rights. If Customer does not accept the terms of the Online Services Use Rights, Customer will not be able to use, and du shall not be bound to deliver, the relevant Licensed Service.
  - 5.2. Customer shall not:
    - 5.2.1. transfer, sub-license, lend or otherwise make available the Software to any other party;
    - 5.2.2. modify, adapt, make error corrections or create derivative works based on the Software;
    - 5.2.3. copy, decrypt, or reverse engineer the Software or any part of it, or otherwise convert it from the form in which it was supplied to a form more readily comprehensible by a human provided that where the Customer has the right by law to decompile such Software to obtain information which is necessary to render the Software interoperable with other software and upon written request by Customer providing full information, du shall at its option provide a software interface to enable such interoperability or such information subject to reasonable conditions including a reasonable fee;
    - 5.2.4. separate the components of a Licensed Service, or upgrade or downgrade them at different times, except as permitted in this Agreement; or
    - 5.2.5. use Software for any purpose other than using the Licensed Services in accordance with this Agreement and the Online Services Use Rights.
6. **Third party products and services**
  - 6.1. du may introduce certain third party products or services (Third Party Services) to Customers. Since du has no control over such Third Party Services, Customers acknowledge that du is not in any way liable for any claims relating to Third Party Services. The supply of Third Party Services between the Customer and a third party is entirely independent from du.
  - 6.2. All and any Customer dealings relating to Third Party Services, including payment and delivery are solely between the Customer and such third parties. The Customer shall bear all risks associated with the use of Third Party Services.
  - 6.3. Customers consent to du disclosing information relating to their personal data to third party service provider. du will protect Customer information in accordance with federal laws of the United Arab Emirates.

## **Annex**

### **Microsoft Office 365 offered by du – Service Level Agreement**

#### **1. Definitions**

Downtime means the total minutes in a month during which the aspects of a Service specified in the following table are unavailable, multiplied by the number of affected End Users, excluding (i) Scheduled Downtime; and

(ii) Unavailability of a Service due to limitations described in clause 4.2.

| Online Service    | Qualifications of Downtime   |
|-------------------|--|
| Exchange Online   | Any period of time when End Users are unable to send or receive email with Outlook Web Access  |
| SharePoint Online | Any point of time when End Users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions |

Incident means (i) any single event, or (ii) any set of events, that result in Downtime.

Scheduled Downtime means those periods when the Customer has been informed of the Downtime related to network, hardware, or Service maintenance or upgrades.

Service(s) refers to the online service(s) specified in clause 2.1 below.

Service Credit is the percentage of the charges credited to the Customer following approval of the claim.

Service Level means the service level set out in this Annex.

User Minutes means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of End Users.

## 2. Service Level Agreement

2.1. This Service Level Agreement applies to the following:

2.1.1. Exchange Online; and

2.1.2. SharePoint Online.

2.2. Monthly Uptime Percentage

2.2.1. The minimum Monthly Uptime Percentage for a Service is calculated by the following formula:

2.2.2. If the Monthly Uptime Percentage falls below 99.9% for any given month, the Customer may be eligible for the following

Service Credit:

| Monthly Uptime Percentage | Service Credit (% of Monthly Recurring Charge) |
|---------------------------|--|
| 99.9% >                   | 25%  |
| 99% >                     | 50%  |
| 95% >                     | 100%   |

## 3. Service Credit Claim

3.1. In the event of failure to meet the minimum Monthly Uptime Percentage described above for a Service, the Customer may submit a claim to the du for a Service Credit.

3.2. The claim must include:

3.2.1. a detailed description of the Incident;

3.2.2. information regarding the duration of the Downtime;

3.2.3. the number and location(s) of affected End Users; and

3.2.4. details of attempts to resolve the Incident at the time of occurrence.

3.3. The claim (with all required information) must be received by the end of the calendar month following the month in which the Incident occurred. Claims received outside this time will not be considered (for example if the Incident occurred on 15 February, the claim must be received by du helpdesk by 31 March).

3.4. du will evaluate the claim and make a good faith judgment on whether a Service Credit is due. du aims to process claims by way of credit note(s) within ninety days of receipt.

## 4. Application of this Service Level Agreement

4.1. This Service Level Agreement only applies to the Services listed in clause 2.1 and does not apply to any service that is not expressly referred to in this Annex.

4.2. This Service Level Agreement and any applicable Service Levels do not apply if:

4.2.1. someone, other than du or its licensors, has caused the failure;

4.2.2. du reasonably asks for the Customer's help and the Customer does not provide it;

4.2.3. the failure is caused by the Customer or the Customer's own equipment or their party hardware or software;

- 4.2.4. the failure is caused by the Customer's use of a Service after the Customer had been advised to modify its use of a Service, and such advice was not acted upon;
  - 4.2.5. any failure to meet the Service Level arising in any way from the Customer's unauthorized action or inaction or anyone gaining unauthorized access by means of the Customer's password or equipment; or
  - 4.2.6. any failure to meet the Service Level resulting in any way from the Customer's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
- 4.3. Service Credits are the exclusive remedy for any performance or availability issues for the Service under this agreement.
- 4.4. This Service Level Agreement will not apply to any on-premise licensed software that is part of the Service.