



Service Description

Microsoft Cloud Services from Swisscom

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1 Overview

The «Microsoft Cloud Services von Swisscom» service from Swisscom offers the Customer a cloud service that is integrated into the customer environment, together with the relevant licensing. The Customer can use the functions from any location, even from outside the company. Swisscom offers the Service as a subscription. The Customer receives the necessary login details, programs and usage rights (licences) for the duration of the subscription.

The service is based on cloud solutions from Microsoft. Swisscom supplements the services provided by Microsoft and acts as a contact partner on matters related to faults, license management and the license management portal as well as serving as the billing party.

The Service is characterised in part by the following key features and functionalities:

- Provision and operation of the web portal for licence management (Marketplace) with API connection to Microsoft Cloud Services
- Incident hotline for receiving, triaging, forwarding and tracking faults
- Management of the Microsoft licence portfolio provided by Swisscom
- Billing for the services

The service is provided in Microsoft's data centres, with the exception of Marketplace, which is provided from Swisscom's data centres.

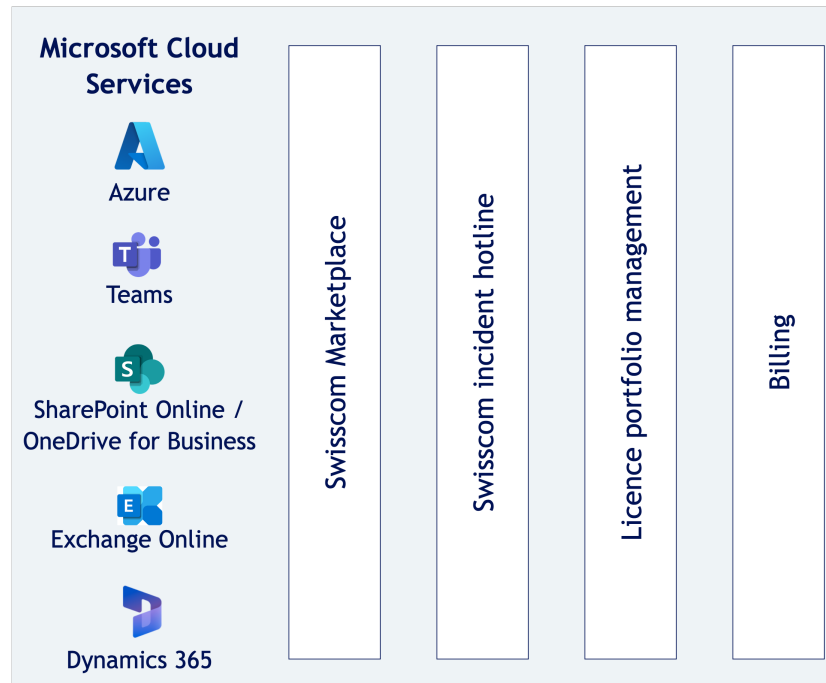
The service is provided in accordance with Microsoft's service descriptions, which can be found, for example, on Microsoft's websites (including at <https://www.microsoft.com/microsoft365>, <https://www.microsoft.com/dynamics365>, <https://www.microsoft.com/azure>). There may be a few small variations in Swisscom's offerings. Swisscom publishes its latest offerings and costs in the document «Price list for Microsoft Cloud Services from Swisscom» (in the Viva Engage (Yammer) channel described below or by e-mail).

For the services provided by Microsoft, the Microsoft Customer Agreement, Microsoft product terms, the Microsoft SLA and the Microsoft definitions (see Section 8.2.1) apply in their respective valid versions.

2 Service design & definitions

2.1 Service design

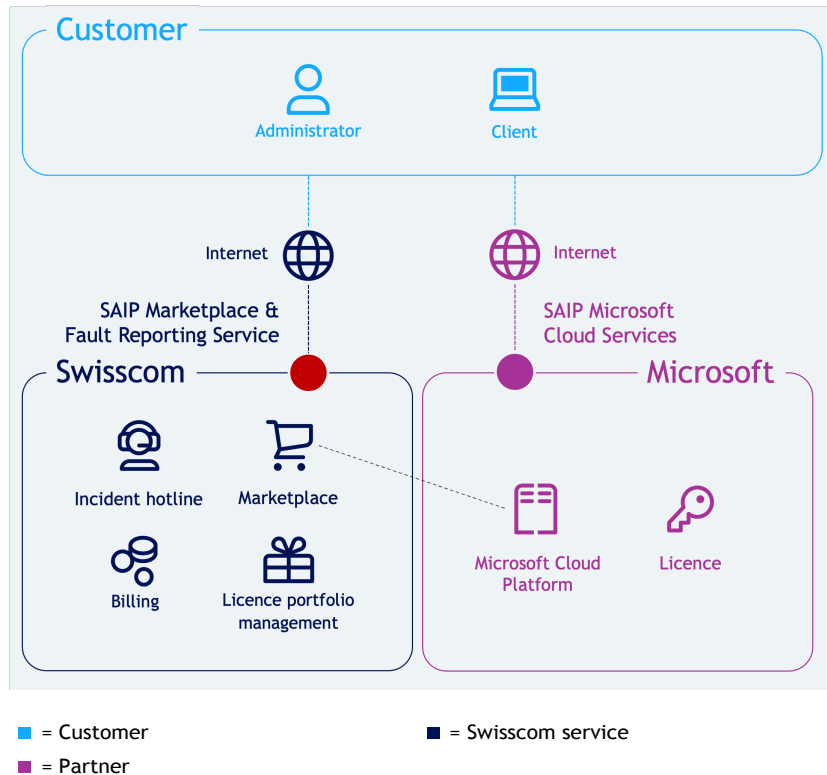
The structure of the Service is shown in the following schematic diagram:



■ = Swisscom service

2.2 Service Access Interface Point (SAIP)

The Service Access Interface Point (SAIP) is the contractually agreed, geographical and/or logical point at which a service is delivered to the service user. It is also the point at which a service is monitored and the service levels provided are documented.



Definition of the SAIPs

SAIP	Definition
SAIP Marketplace & Fault Reporting Service	For the Swisscom Marketplace, the SAIP is located at the Internet connectivity of the Swisscom data centre and for the fault-reporting service it is located at the respective channels via which the fault-reporting service is available (telephone, e-mail, My Swisscom Business portal).
SAIP Microsoft Cloud Services	According to Microsoft's terms and conditions, see section 8.2.1

2.3 Glossary, abbreviations and legends

Glossary and abbreviations

Glossary	Definitions
(Swisscom) Marketplace	Licence management portal provided by Swisscom
Cloud Solution Provider	Microsoft partner programme for cloud licensing reselling partners

Glossary	Definitions
Granular Delegated Administration Privileges	Granular administrator rights for the management of customer tenants by Swisscom employees. These are needed, among other things, so that Swisscom can support the Customer directly on their tenant or open a ticket with Microsoft in the event of a fault. These granular delegated administration rights grant access to the Customer's tenant at any time to dedicated Swisscom employees (from the Swisscom support team) so they can manage the tenant, add/delete users, reset user passwords, open trouble tickets for the Customer at Microsoft, etc. to a limited extent (in accordance with the authorised rights).

Abbreviations	Definitions
CSP	Cloud Solution Provider
GDAP	Granular Delegated Administration Privileges
SAIP	Service Access Interface Point
SSLP	Standard Service Level Parameter

Symbols used to specify the scope of services

Symbol	Meaning
●	Included in the Service as standard and included in the price
▲	The Customer's cooperation and provisioning obligation
△	Activity to be carried out by the Customer as required (service limitation)

For the specification of the scope of service within options, the symbols are only valid if the option is purchased by the Customer.

The definition of responsibilities

In the specification of activities, the responsibilities are in each case recorded as follows:

Responsibilities	Meaning
C	Responsibility of the Customer
S	Responsibility of Swisscom

3 Core services

The following core services are available in the context of this Service:

Core services	Microsoft Cloud Services from Swisscom
Essential services	
Swisscom Marketplace	●
Swisscom incident hotline	●
Licence portfolio management	●
Billing Microsoft cloud services	●

3.1 Essential services

3.1.1 Swisscom Marketplace

Features / functionalities

Self-service management of Microsoft Cloud licence services by the Customer (or Swisscom partner) on a Web portal		●
Display of raw billing data/details (receipts) for Microsoft Cloud subscriptions managed on the Marketplace		●

Non-recurring activities

Register the Customer/account(s) on the Swisscom Marketplace	S	●
Add a new Microsoft Cloud tenant on the Marketplace for the Customer (if desired) or connect a Customer's existing Microsoft Cloud tenant to the Marketplace.	S	●
Activate new licence types for the Customer's tenant on the Marketplace (and therefore via API on the Customer's Microsoft Cloud tenant).	S	●

Recurring activities

Provide Microsoft Cloud Services solutions from Microsoft on the Marketplace in accordance with Microsoft's terms and conditions (unless otherwise specified by Swisscom)	S	●
Provide the Marketplace infrastructure (incl. API connections) in Swisscom's data centres	S	●
Manage licence quantities for licence types activated by Swisscom on the Marketplace	C	△
Report Marketplace maintenance windows via the Viva Engage (Yammer) network. This must be done no later than 10 working days in advance; under special circumstances (emergencies, security patches, etc.), maintenance windows are also allowed without prior notice	S	●

Terms and conditions / provisions

Swisscom may use partners for services.

Swisscom may also provide a manual process instead of the Marketplace.

Swisscom may assume, irrespective of the Customer's internal regulations or circumstances and entries in commercial registers, without further verification of authorisation, that the persons indicated by the Customer when placing the order or subsequently mentioned by the Customer in the ordering portal (Marketplace or my Swisscom Business) are authorised to act on behalf of the Customer (prima facie power of attorney). The Customer acknowledges without reservation that all orders and cancellations, etc. which it sends in this manner are deemed to have been written and authorised by it or by authorised users. In particular, the Customer is aware that orders placed can usually no longer be revoked or cancelled before the end of the defined term.

All Microsoft Cloud Services editions on the Swisscom licence ordering portal (Marketplace) have a fixed configured term of contract of one, 12 or 36 months. For each initial order of an edition/licence, the respective term of contract and billing frequency must be selected. The contract term starts from the moment that the order is executed on Swisscom Marketplace. Once ordered, the edition can no longer be cancelled during the term of the contract and the number of licences per edition cannot be reduced. These are charged over the entire term of the contract. The Customer can increase the number of licences. Upgrades of the licence type to a «higher» licence type are allowed in some cases in accordance with Microsoft rules. The respective applicable rules in this regard can be requested from Swisscom.

All editions can be cancelled on Marketplace by either party at any time as of the end of the selected contract term, at which time billing also ceases. Once the contract term has expired without being cancelled, it is renewed automatically for the same term and can only be cancelled on Marketplace at the end of the new contract term.

3.1.2 Swisscom incident hotline

Features / functionalities

Provide a point of contact for fault handling and communication to Microsoft. The contact point is available via different channels (telephone, e-mail, etc.) ●

Request service credits in the event of SLA violations at Microsoft by the Customer ●

Non-recurring activities

Specify the Customer's contact persons who are allowed to open support tickets with Swisscom C ▲

Set up the contact persons for support as specified by the Customer in the Swisscom support tools S ●

Accept the (granular) delegated administrator rights for Swisscom as a CSP partner on the Customer's Microsoft Cloud tenant C ▲

Specify and order the desired professional service, e.g. configuration of the service environment on the Microsoft Online Portal and support in adapting the Customer's client environment) C △

Recurring activities

Receiving fault reports (also for Marketplace or billing problems), initial troubleshooting, triaging and (if necessary) opening a ticket with Microsoft via Swisscom's active «Premier Support for Partners» contract	S	●
Actively track tickets opened with Microsoft and ensure that they are resolved as quickly as possible (including the initiation of escalation measures)	S	●
Request Swisscom to start an escalation with Microsoft (if, from the Customer's point of view, troubleshooting is progressing too slowly)	C	△
Request Swisscom to claim a service credit from Microsoft (if, from the Customer's point of view, the SLA has been violated by Microsoft)	C	△
Claim credit for an SLA violation if the incident resulted in an SLA violation from the Customer's point of view	S	●
Ensure that GDAP rights are only used on behalf of the Customer (e.g. in the event of a fault or for the provision of a separately agreed additional managed service) and are not misused	S	●
Ensure that the Foreign Principal User assigned to Swisscom has permanent owner or contributor rights on all of the Customer's CSP Azure subscriptions	C	▲
Update systems on which the service is to be used in accordance with the Microsoft system requirements documented online at the time of publication https://products.office.com/de-ch/office-system-requirements	C	▲
Comply with and implement the data classification and security guidelines required by the Customer when using the Swisscom service	C	▲
Take responsibility for the use of login details and passwords. Take effective measures to prevent improper use. Change passwords on a regular basis, select appropriate passwords and store them safely	C	▲
Take responsibility for activities authenticated via the access. Promptly report the possible misuse of accounts or security-relevant incidents in connection with the online service	C	▲

Terms and conditions / provisions

Only those customer administrators named to Swisscom will be authorised to report faults to Swisscom. Customers may appoint an IT partner to represent them.

End user support, assistance with problem solving due to incorrect configuration by the Customer, etc. are not included in the scope of service. The Customer can obtain such services from Swisscom via a separate contract.

Support is not available for trial editions.

A fault is deemed to exist if service components or an entire online service is no longer available.

Swisscom shall take appropriate technical and organisational measures to prevent the misuse of granular delegated administrator rights.

In order to be able to file a complaint about an SLA violation by Microsoft, the Customer must have opened a ticket with Microsoft via Swisscom a few days after the fault occurred and objected to an SLA violation in a timely manner.

Swisscom partly sells the Microsoft Cloud Services product through collaboration with partners. If a Microsoft Cloud Services product is brokered to the Customer via such a partner, this partner is also the Customer's primary point of contact for support queries and fault reports that the partner receives on behalf of (and then forwards to) Swisscom. In cases in which Swisscom concluded the contract with the Customer without such a partner, or if the partner cannot be reached or does not respond within a reasonable period of time, support requests and fault reports may be sent directly to Swisscom.

3.1.3 Licence portfolio management

Non-recurring activities

Designate a person responsible for matters relevant to the contract and product, who will subscribe to the Viva Engage (Yammer) channel. Ensure that the person's name and e-mail address will be visible to customers of Microsoft Cloud Services from Swisscom on Viva Engage (Yammer). Should the Customer not wish to join Viva Engage (Yammer), the Customer's details must be entered in the contact form (http://www.swisscom.ch/yammer)	C	▲
Provide a Viva Engage (Yammer) network as a communication channel for important product information (www.yammer.com/signup and https://www.yammer.com/office365swisscom/)	S	●
Accept Swisscom as a CSP partner on the Customer's Microsoft Cloud tenant	C	▲

Recurring activities

Provide a Swisscom price list for the Microsoft Cloud licences	S	●
Monitor Microsoft changes (name changes, price adjustments, new licence types, deletion of licence types, etc.) on a monthly basis and adjust the Swisscom price list if necessary and communicate on the Viva Engage (Yammer) channel	S	●
If licence types are used that are being phased out at Microsoft, inform the Customer and recommend substitute licence types	S	●
Inform the Customer of any adjustments to the CSP Microsoft Partner Programme that are relevant to the Customer	S	●
Provide all software licences (such as OS licences, etc.) for the use of the service	C	▲

Terms and conditions / provisions

Adjustments to the price list are valid for new licence orders as of the date specified.

The available variants and the prices applicable to these are set out in the current price list for Microsoft Cloud Services from Swisscom.

Licence portfolio management includes all Microsoft Cloud Services that are on Swisscom's Microsoft Cloud Services price list.

3.1.4 Billing Microsoft cloud services

Non-recurring activities

Inform Swisscom of the desired billing method	C	▲
Set up the booking method in Swisscom's clearing systems	S	●

Recurring activities

Charge the Customer for the user licence types activated on the Swisscom Marketplace at the price from the Swisscom price list and in accordance with the selected billing period	S	●
Obtain costs of Azure Consumption (incl. licence types which are billed based on consumption), reservations, savings plan, Azure Marketplace orders, etc. via API from Microsoft and charge them on the Swisscom invoice	S	●
Credit a Microsoft-approved service credit to the Customer's Swisscom invoice	S	●

Terms and conditions / provisions

Microsoft does not provide Swisscom with complete monthly billing data for Azure until the middle of the following month. As a result, Swisscom always charges Azure-related costs with a delay of one month.

4 Support services

4.1 Non-recurring services

All non-recurring services provided as part of the service are listed under the core services.

4.2 Recurring services

All recurring services provided as part of the service are listed under the core services.

5 Service levels

5.1 Service Level Agreement

Definitions of terms (Operation Time, Support Time, Availability, Process, Performance, Security and Continuity), the Service Level Metrics and the description of the measurement method and reporting are derived from the other contract elements, in particular the basis document «SLA Definitions».

The following service levels apply for the Service. If several service level options are available, the service level is selected in the service agreement.

Service Level Variant	Definition
Business	SAIP Marketplace & Fault Reporting Service - -Service Level variant with support Mo-Fr
Enterprise	SAIP Marketplace & Fault Reporting Service - -Service level variant with 24x7h support

SSLP Operation Time

			Business	Enterprise
Operation Time	Mo-Su	00:00-24:00	●	●
Provider Maintenance Window (PMW)	PMW-DC	PMW Data Center Swisscom	●	●

Terms and conditions / provisions

Maintenance work for service elements will be carried out at off-peak times. Thanks to redundancy in the system, the maintenance work can be carried out without any interruptions.

For «Microsoft Cloud Services», the SLA service levels and target values announced by Microsoft apply at the SAIP «Microsoft Cloud Services» in accordance with section 8.2.1

SSLP Support Time

			Business	Enterprise
Support Time	Mo-Fr	07:00-18:00	●	—
	Mo-Su	00:00-24:00	—	●
Fault Acceptance	Mo-Su	00:00-24:00	●	●

Terms and conditions / provisions

For «Microsoft Cloud Services», the SLA service levels and target values announced by Microsoft apply at the SAIP «Microsoft Cloud Services» in accordance with section 8.2.1

SSLP Availability

		Business	Enterprise
Service Availability	Best Effort	●	●

Terms and conditions / provisions

For «Microsoft Cloud Services», the SLA service levels and target values announced by Microsoft apply at the SAIP «Microsoft Cloud Services» in accordance with section 8.2.1

SSLP Process

With respect to the SSLP Process, no service levels are provided for this Service.

SSLP Performance

With respect to SSLP Performance, no service levels are provided for this Service.

SSLP Security

		Business	Enterprise
Basic (ITSLB)		●	●

Security Services

Security Services	Definition
Basic (ITSLB)	The IT Security Level Basic (ITSLB) is based on the measures described in ISO27001:2012 and includes the services described in detail in the Swisscom basis document «Information Security».

Terms and conditions / provisions

For «Microsoft Cloud Services», the SLA service levels and target values announced by Microsoft apply at the SAIP «Microsoft Cloud Services» in accordance with section 8.2.1. In addition, Microsoft bears full responsibility for the security of the Microsoft Cloud Services («Microsoft Cloud Services») platform.

SSLP Continuity

		Business	Enterprise
ICT Service Continuity (ICTSC)	RTO Best Effort RPO Best Effort	●	●

Terms and conditions / provisions

For «Microsoft Cloud Services», the SLA service levels and target values announced by Microsoft apply at the SAIP «Microsoft Cloud Services» in accordance with section 8.2.1

5.2 Service level reporting

No standard service level reporting is provided in the scope of the service.

5.3 Compensation regulation

Should the Customer be unable to perform any chargeable changes due to a Marketplace service outage exceeding three working days and in consequence be liable for higher licence fees, these will be reimbursed. To this end, the Customer must independently report the service outage with a precise fault description. The service outage shall apply from the time of the fault report to Swisscom.

Swisscom shall accept no liability for service outages resulting from a delayed commissioning date.

The compensation regulation relating to Microsoft Cloud Services is described in the Microsoft SLA (see Section 8.2.1).

6 Billing and quantity report

6.1 Billing

The following information is shown on the invoice or is relevant for billing purposes:

Price item	Unit / period	Minimum usage / invoice	Maximum usage / invoice	Quantity included
Licences				
Microsoft Cloud licences	Quantity /month or Quantity/year	1	Unlimited	—
Azure Consumption	Quantity/month	1	Unlimited	—

Terms and conditions / provisions

Billing for Microsoft Cloud Services editions is carried out in accordance with the terms and conditions stored on Swisscom Marketplace at the time of activation.

Billing for the service takes place at the end of each month, in the case of a monthly billing period, or once for the entire billing period at the end of the month in which the licences are activated on Swisscom Marketplace, in the case of a 12 or 36-month billing period. After the billing period expires, it is automatically renewed at the price indicated on the Swisscom price list valid at that time if the Customer has not cancelled or modified the licences. Billing continues for the respective billing periods as described above.

The payment obligation will begin on the day on which the service is activated. This will also apply in cases where the service has been activated but cannot yet be used due to delays for which Swisscom is not responsible (e.g. the domain name is not available). In the case of incomplete months, one thirtieth of the monthly charge may be billed per day. If the number of licences is increased, billing shall always be pro rata (from the day of the increase).

Details of the amount billed in each Swisscom invoice can be viewed in Marketplace.

6.2 Quantity report

No quantity reporting is provided within the scope of the Service.

7 Data protection

7.1 Data storage

The data is stored in Switzerland.

7.2 Data processing by third parties

The contractual terms and conditions set forth in section 8.2.1 below (including the «Data Protection Addendum» and the «Amendment for Switzerland») apply to data processing, including commissioned data processing, of customer data by Microsoft. Microsoft is the direct processor of contract data vis-à-vis the customer and a subprocessor of Swisscom.

With regard to the other services provided by Swisscom itself, Swisscom acts as the controller within the meaning of data protection law. Swisscom's privacy policy applies to data processing (available at <https://www.swisscom.ch/b2b-legal>). Swisscom may engage auxiliary persons from Switzerland and abroad and transfer data processing to them in compliance with the provisions of the Swiss Federal Act on Data Protection.

The Customer is obliged to inform the users of the Service about data processing by Swisscom and/or to obtain the necessary consents, where required.

8 Special provisions

8.1 Licences

Where licences are provided by the Customer, the Customer will be responsible for correct licensing of the software used in accordance with the provisions of the applicable manufacturer's licence agreement and the terms and conditions of use of the respective manufacturer. The licensing situation must be reassessed in the event of any changes to the system landscape, a software switch, etc. any measures subsequently required to ensure correct licensing must be implemented by the Customer. In addition, the Customer is obliged to provide Swisscom with all the relevant licence information (e.g. precise descriptions of the type, number and durations of the licences, especially to prove correct licencing for internal Swisscom audits) upon request or in the event of changes on the part of the Customer. If licences are an integral part of Swisscom's Service, Swisscom will be responsible for correct licensing. These provisions also apply to open source software.

8.2 Service limitations

8.2.1 Microsoft services

With regard to Microsoft services, Swisscom acts as a trading partner of Microsoft and acts on behalf of the customer towards Microsoft in the commissioning of the services in question. Swisscom has no influence on errors, updates, changes in functionality, etc. regarding Microsoft programs or online services such as Exchange Online, SharePoint Online, Microsoft Teams, Microsoft Office, etc. Swisscom neither provides guarantees nor assumes liability for any action or inaction by Microsoft (especially in terms of the quality of service provision, product functions and Microsoft's handling of the Customer's data with regard to data protection and confidentiality).

The current version of the contractual conditions for the Microsoft services can be viewed on Microsoft's website. The Customer explicitly agrees to the terms and conditions, as well as its rights and obligations, and is aware that this responsibility is to Microsoft:

- Microsoft Customer Agreement: available via shortlink <https://aka.ms/customeragreement>
- Microsoft Product Terms (incl. Online Service Terms and Service Level for Microsoft Online Services, SLA) for the Cloud Solution Provider (CSP) programme: available via shortlink Commercial Licensing Terms ([microsoft.com](https://www.microsoft.com))
- Microsoft Products and Services Data Protection Addendum (DPA), which is an addendum to the Product Terms and is available at the following link: Licensing Documents ([microsoft.com](https://www.microsoft.com)) including the Amendment for Switzerland regarding Microsoft Products and Services Data Protection Addendum
- For customers in the financial industry who are subject to supervision by FINMA and who wish to use Microsoft's services in this area, as well as for customers who have data processed by Microsoft within the scope of receiving services that are subject to commercial, banking or professional secrecy, Microsoft offers additional contractual documents that Swisscom can make available to the customer upon request.

It is the sole responsibility of the Customer to verify/assess whether these provisions are suitable/sufficient for the corresponding use of the Service by the Customer (especially with regard to data protection and confidentiality).

8.3 Lifecycle management and changes to the scope of the service

Changes to the contract must be made in writing in order to be valid. However, amendments may also be agreed by exchanging declarations of intent in electronic form (e.g. web ordering), provided that Swisscom can clearly identify the contractual partner.

Modifications of the process services indicated in the documentation as well as upgrades to product services to bring these up to date need not be in writing and may be carried out upon receipt of unsigned notifications. Swisscom is authorised to adjust the applicable prices (in particular in the event of price changes by Microsoft). Swisscom will notify the Customer at least 20 days before the date on which updated services and/or prices will come into effect. The notifications will be made available online in the Viva Engage (Yammer) network or - if the Customer is not registered in the Viva Engage (Yammer) network and has provided us with his e-mail address on the contact form - by e-mail.

8.4 Other provisions

Due to Microsoft's requirements, Microsoft Cloud Services from Swisscom are available only in tandem with other services and not individually. If the Customer does not obtain any other services from Swisscom (any longer), Swisscom reserves the right to terminate this service at the same time as the other services are terminated.

The Customer may withdraw the granular delegated administrator rights from Swisscom at any time. In this case, however, Swisscom shall be released from its contractual obligations dependent thereon.

The Customer may not remove the Owner or Contributor rights of Swisscom's «Foreign Principal» role from CSP Azure subscriptions. If these rights are removed, Swisscom may terminate the Azure contract.