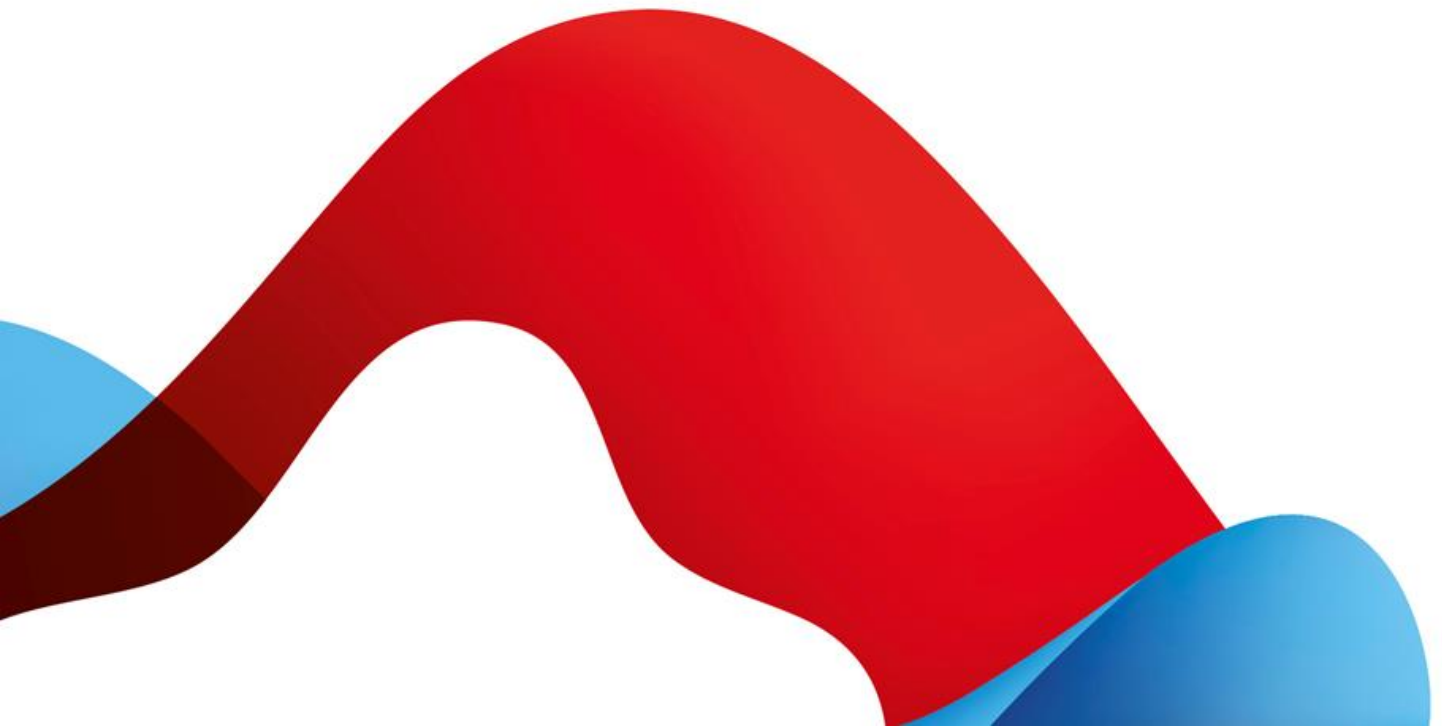




**swisscom**

# Service Description

Microsoft Cloud Services from Swisscom

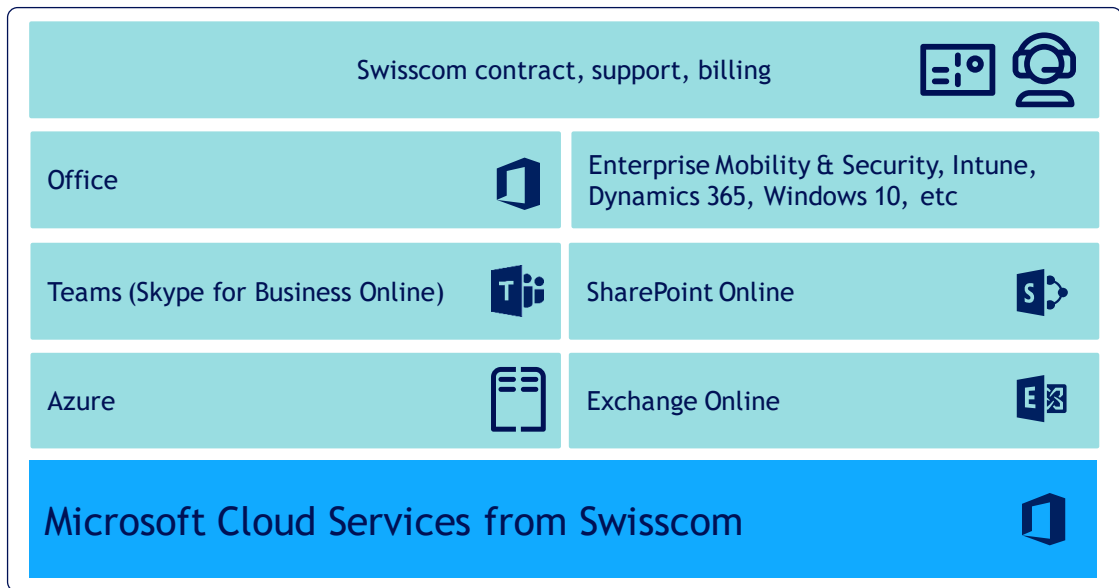


## Table of contents

1	<b>Service overview</b> .....	3
2	<b>Definitions</b> .....	4
2.1	Service Access Interface Point (SAIP).....	4
3	<b>Variants and options</b> .....	4
4	<b>Service provision and responsibilities</b> .....	5
5	<b>Service Level and Service Level Reporting</b> .....	7
5.1	Service Level.....	7
5.2	Service Level Reporting .....	7
5.3	Compensation regulation.....	7
6	<b>Billing</b> .....	8
6.1	Billing .....	8
7	<b>Special provisions</b> .....	8
7.1	Licences .....	8
7.2	Microsoft services .....	8
7.3	Data protection.....	9
7.4	Additional provisions.....	9
7.5	Microsoft Cloud Services editions .....	10

## 1 Service overview

The Microsoft Cloud Services 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. The optional Microsoft software packages such as Office, Project and Visio enable the Customer to process data offline on a local computer and synchronise it with the cloud once an active Internet connection has been re-established. Swisscom offers the service as a subscription for a fixed monthly fee. 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 in the event of problems as well as the billing party.

Swisscom provides the following benefits as part of the service:

- Helpdesk for Incidents
- Provision and operation of the web portal for licence management (Marketplace) with API connection to the Microsoft Cloud Services application
- Access/Order of the following services (service and licenses) from Microsoft on behalf of the customer

Microsoft services in accordance with Microsoft's terms and conditions:

- Provision, operation and maintenance of infrastructure, the data centre and application operation services
- Software licensing

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 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 Yammer channel described below or by e-mail).

For the services provided by Microsoft, the Microsoft Cloud Agreement, Microsoft's online service terms, the Microsoft SLA and the Microsoft definitions (see Section 7.2) apply in their respective valid versions.

## 2 Definitions

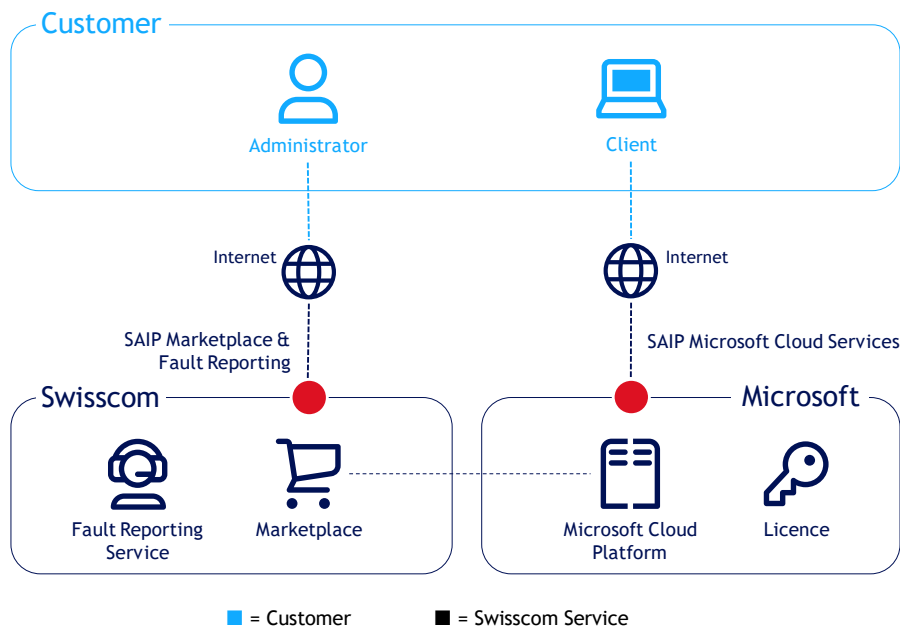
### 2.1 Service Access Interface Point (SAIP)

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 level reported.

The service has two SAIPs:

- The Marketplace & Fault Reporting Service SAIP
- The Microsoft Cloud Services SAIP  
(in accordance with Microsoft’s terms and conditions; see Section 7.2)

The following purely schematic diagram serves to demonstrate the services and service components of Microsoft Cloud Services from Swisscom:



## 3 Variants and options

Standard variants	Microsoft Cloud Services from Swisscom	
	Business	Enterprise
Licence types	Microsoft 365 Business Basic, Standard, Premium Microsoft 365 Apps for Business Dynamics 365 Business Central	All others (incl. Azure)
Maximum number of users	300	Unlimited

Microsoft Cloud Services comprise the core elements Exchange, SharePoint, Teams, Office ProPlus licencing, Enterprise Mobility & Security, Windows 10 Client, Dynamics 365 and Azure. The available variants and the prices applicable to these are set out in the current price list for Microsoft Cloud Services from Swisscom. The prices for Azure services are based on usage, are defined by Microsoft (Swisscom may demand a surcharge [in %] for its services in accordance with the service contract) and may be adjusted on a monthly basis. The currently applicable prices, updated monthly, are linked in the Azure portal.

## 4 Service provision and responsibilities

### Non-recurring services

Activities (S = Swisscom/C = Customer)	S	C
<b>Provisioning of the service</b>		
1. Appointment of a person as administrator for Microsoft Cloud Services from Swisscom.		✓
2. Activation of the customer administrator in Marketplace.	✓	
3. Activation of the number of service licences and abonnements ordered by the Customer in Microsoft Portal.	✓	
4. Setup of access to the Swisscom service hotline for the Customer.	✓	
5. Adaptation of the Customer's client environment to enable the service to be used.		✓
6. Where agreed in the Professional Service service contract (such as configuration of the service environment on the Microsoft Online Portal and support in adapting the Customer's client environment), the following duties to cooperate shall apply: <ul style="list-style-type: none"> <li>▪ Guaranteeing the interference-free operation of the Customer's systems on which the Professional Services project relies.</li> <li>▪ Installing a currently supported patch level on all client systems.</li> <li>▪ Distributing the required client software (if not already available).</li> <li>▪ Timely provisioning of all the required sources (incl. persons), accounts, authorisations and software/licences (with the exception of online services).</li> </ul>		✓

### Recurring services

Activities (S = Swisscom/C = Customer)	S	C
<b>Standard services</b>		
1. Provision of Microsoft Cloud Services solutions from Microsoft in accordance with Microsoft's terms and conditions, unless otherwise stated by Swisscom	✓	
2. Provision of the Marketplace infrastructure (incl. API connections) in Swisscom's data centres.	✓	
3. Licence management in Marketplace.		✓
4. Receipt, triage and escalation of faults to Microsoft under the following conditions: Only customer administrators declared to Swisscom are authorised to report faults to Swisscom. Owners of trial editions are not entitled to support. An incident is defined as the unavailability of service components or the entire online service. If the support service is not linked to an incident and the Customer requires a different kind of support, e.g. end user support, help to resolve problems caused by wrong configuration by the Customer, etc., this requires a separate, chargeable order.	✓	
5. Updating of the systems on which the service is to be used (in accordance with the online documentation of the Microsoft system requirements at the time of publication <a href="https://products.office.com/de-ch/office-system-requirements">https://products.office.com/de-ch/office-system-requirements</a> )		✓
6. Compliance with and implementation of the required data classification and security guidelines by the Customer when using the Swisscom service.		✓
7. Responsibility for the use of login details and passwords. Taking effective measures to prevent improper use. Passwords must be regularly changed, appropriately selected and stored safely.		✓
8. Responsibility for all activities authenticated via the access. Immediate notification of possible misuse of accounts or security-relevant incidents in connection with the online service.		✓

Activities (S = Swisscom/C = Customer)	S	C
9. Administration of usage rights within the framework of the acquired quantities and the determined duration. Active prevention of usage in excess of the authorised quantities and the determined duration.		✓
10. Each user who is allocated a licence must connect each device on which the software is installed to the Internet once every x days (at the time of publication, x = 30). Should a user not meet this requirement, the functionality of the software may be restricted or suspended until the user next goes online using the device.		✓
11. Provision of a Yammer network as a communications channel for important information about the product ( <a href="http://www.yammer.com/signup">www.yammer.com/signup</a> and <a href="https://www.yammer.com/office365swisscom/">https://www.yammer.com/office365swisscom/</a> ).	✓	
12. Designation of a person responsible for matters relevant to the contract and product, who will subscribe to the Yammer channel. Ensuring that the person's name and e-mail address will be visible to customers of Microsoft Cloud Services from Swisscom on Yammer. Should the Customer not wish to join Yammer, the Customer's details must be entered in the contact form ( <a href="http://www.swisscom.ch/yammer">http://www.swisscom.ch/yammer</a> ).		✓
13. Notification of Marketplace maintenance windows via the Yammer network: No later than 10 working days in advance, maintenance windows allowed without prior notice in special circumstances (emergencies, security patches, etc.).	✓	

#### Licences

Provisioning obligations (S = Swisscom/C = Client)	S	C
<b>Provision of software licenses</b>		
1. Provision of the Microsoft software licences as part of Microsoft Cloud Services in accordance with Microsoft's terms and conditions (see Section 7.2).	✓	
2. Provision of additional (Microsoft) software licences required for the use of the service (such as Windows OS Licences etc.).		✓

## 5 Service Level and Service Level Reporting

### 5.1 Service Level

Only Microsoft’s terms and conditions are applicable to the definition and implementation of Microsoft Cloud Services (see Section 7.2).

The following SLA provision applies to Marketplace, which is operated by Swisscom.

The description of the service levels (Operation Time, Support Time, Availability, Security and Continuity), the measurement method and the reporting system for the following standard service levels are set out in the document “SLA definitions”. The following service levels are provided.

Service level & target values			Marketplace & Fault Reporting Service		Microsoft Cloud Services	
			Business	Enterprise		
<b>Operation Time</b>						
Operation Time	Mo-Su	00:00-24:00	●		Microsoft’s published SLA service levels and target values are applicable, in accordance with Section 7.2	
Provider Maintenance Window	None <sup>1</sup>		●			
<b>Support Time</b>						
Support Time	Mo-Fr	07:00-18:00	●	—		
	Mo-Su	00:00-24:00	—	●		
Fault acceptance	Mo-Su	00:00-24:00	●	●		
<b>Availability</b>						
Service Availability	Best Effort		●	●		
<b>Security</b>						
	Basic (ITSLB)		●	●		
<b>Continuity</b>						
ICT Service Continuity (ICTSC)	RTO Best Effort   RPO Best Effort		●	●		

● = Standard (included in the price) — = Not available

### 5.2 Service Level Reporting

No service level reports are issued for the Marketplace & Fault Reporting 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 penalty clause relating to Microsoft Cloud Services is described in the Microsoft SLA (see Section 7.2).

<sup>1</sup> Maintenance work for different parts of the service will be carried out at various off-peak times. Thanks to redundancy in the system, the maintenance work can be carried out without any interruptions.

## 6 Billing

### 6.1 Billing

The Microsoft Cloud Services editions are generally billed on a monthly basis.

If the Customer selects credit card as the payment method, payment is made at the start of the billing period for the entire billing period. A reduction in the number of procured licences does not give rise to an entitlement to reimbursement.

If the Customer selects Swisscom invoice as the payment method, the service shall be billed at the end of each billing period specified in Marketplace (generally monthly). The obligation to pay shall begin on the day on which the service is activated. This shall 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. domain name 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). If the number of licences is reduced, the reduced licences shall continue to be billed until the end of the current billing period but not thereafter.

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

Should a customer make changes in Marketplace to a previously procured edition, the current published prices for all elements of that editions shall apply from that time onwards. The original minimum contract period for that edition shall remain unchanged.

## 7 Special provisions

### 7.1 Licences

If licences are provided by the customer, the customer is responsible for the correct licensing of the software used in accordance with the applicable licence agreement and terms of use of the respective manufacturer. In the event of changes in the system landscape, software changes, etc., the licence situation must always be reassessed. The necessary measures resulting from this with regard to correct licensing must be implemented by the customer. If licences as part of the service are included in Swisscom's services, Swisscom is responsible for correct licensing. The above provisions also apply to open source software.

### 7.2 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 over faults, updates, changes to functionality, etc. in the Microsoft programs and online services such as Exchange Online, SharePoint Online, Microsoft Office, Outlook Online, ActiveSync®, etc. Swisscom accepts no warranty or liability for Microsoft's actions and omissions (in particular, the quality of the service provision, functionality of products and Microsoft's handling of customer data with respect 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 Online service terms: available via Shortlink <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx? Mode=3&DocumentTypeld=46> or, in the event that the shortlink isn't working, at <http://www.microsoftvolumelicensing.com> by clicking on "Licensing Document Search" and selecting "Online Service Terms".
- Agreement on the service level for Microsoft online services (SLA): available via the direct link <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx? Mode=3&DocumentTypeld=37> or, in the event that this isn't working, at <http://www.microsoftvolumelicensing.com> by clicking on "Licensing Document Search" and selecting "Online Services SLA".



### 7.3 Data protection

The Customer acknowledges that its data shall be processed as follows:

The “Microsoft Online Service Terms” apply to all information from and about customers in relation to the use of Microsoft Cloud Services from Swisscom (see Section 7.2). The Customer explicitly agrees to the data that it shares with Swisscom or Microsoft and its subcontractors and partner organisations through the use of the service (e.g. e-mail content, documents on SharePoint, etc.) or that are entered into the online service being transferred, processed or used in the US or other countries in which Microsoft or its subcontractors and partner organisations operate. In the framework of its terms and conditions for online services, Microsoft provides its customers with a data processing agreement that provides for adherence to an equivalent level of data protection as in the EU/Switzerland. It is the sole responsibility of the Customer to verify/assess whether these terms and conditions for use of the service by the Customer are suitable/sufficient.

### 7.4 Additional provisions

Swisscom will be given delegated administration rights to the Microsoft cloud tenants of its customers by default through the sale of Swisscom's Microsoft Cloud Services to its customers. These are required to enable Swisscom to support the customer directly on his tenant in the event of a malfunction or to open a ticket with Microsoft. With these delegated administration rights, dedicated Swisscom employees (from the Swisscom support team) have access to the customer tenant at any time and can administer it, add/delete users, reset user passwords, etc. in accordance with the delegated administration rights defined by Microsoft. Customers have the option of deactivating delegated administration rights for Swisscom and only activating them temporarily in the event of a malfunction. The customer must be aware that Swisscom cannot help the customer without delegated administration rights (e.g. if the customer no longer has the Global Administrator password on the tenant). Swisscom is committed to using the Delegated Administration rights only on behalf of the customer - e.g. in the event of a fault or for the provision of a separately agreed additional service (such as the Swisscom Smart Workplace or the Microsoft Cloud 365 Management from Swisscom managed Service).

Swisscom partly sells the Microsoft Cloud Services product through collaboration with partners. If a Microsoft Cloud Services product is sold to the Customer via such a partner, this partner is also the Customer's primary point of contact for support queries and incident 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 incident reports may be addressed directly to Swisscom.

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.

Trial editions can be obtained free of charge in Marketplace for the defined number of licences and duration per trial edition. These editions can be converted into a chargeable edition at any time during the duration of the trial, with the data entered during the trial period being transferred. The duration of the trial period cannot be extended. If the trial is not converted into a chargeable edition, the data used in the trial will no longer be available and will be deleted at the end of the trial period.

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

The relevance of payment collection in a three-party relationship with respect to money-laundering legislation is currently disputed. This may also affect this reselling contract. The clarification of the legal situation is the subject of ongoing Federal Court proceedings. Various issues should then be presented to FINMA for assessment. If, during the contractual term, it becomes apparent that the payment/billing arrangements selected are not permitted or are associated with additional requirements and expenditure for Microsoft, Swisscom or the Customer, then the party affected is authorised to terminate the contract without compensation. Payment for any one-time services which have already been provided remains due or is not reimbursed. Recurring services are charged on a pro-rata basis. The parties will endeavour to find an amicable solution which enables the continuation/resumption of the contractual relationship.

**7.5 Microsoft Cloud Services editions**

The following Microsoft Cloud Services editions shall have a fixed configured minimum contract period of 12 months within the contractual period on the Swisscom licence ordering portal (Marketplace):

	Corporate	Nonprofit Staff Pricing	Academic for Students	Academic for Faculty
Office 365 E1	●	●		
Office 365 E3 / A3	●	●	●	●
Office 365 E5 / A5	●	●	●	●
Exchange Online Plan 1	●			
Exchange Online Archiving (EOA) for Exchange Server	●			
Microsoft Intune (Device)	●	●	●	●
Enterprise Mobility & Security E3	●	●	●	●
Enterprise Mobility & Security E5	●	●	●	●
Microsoft 365 E3	●	●	●	●
Microsoft 365 E5	●	●		
Windows 10 Enterprise E3	●	●	●	●
Windows 10 Enterprise E3 VDA	●			
Windows 10 Enterprise E5	●	●	●	●

● = Standard

All other editions have a minimum contract period of one month. All editions can be cancelled in Marketplace by either Party at any time as of the end of the minimum contract period, at which time billing shall also cease. Unless terminated, the service shall continue automatically following the expiry of the minimum contract period and can be terminated in Marketplace at any time as of the end of the next billing period previously selected by the Customer. Following a termination prior to the expiry of the minimum contract period, the full amount due for the remaining minimum contract period shall be billed.