



ITx for Office 365 Service Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and Customer.

1. MICROSOFT CUSTOMER AGREEMENT

1.1. All Necessary Rights. TPx Communications, participating in the Microsoft Cloud Solution Provider ("CSP") Program, may sell Customer Microsoft products. If Customer elects to purchase CSP Program products from TPx, Customer is agreeing to the following Microsoft Customer Agreement: www.tpx.com/Microsoft-Services-Agreement.pdf

1.2. Microsoft Products and Services Documentation. The most up to date Microsoft Service Descriptions should be found online at Microsoft's TechNet and Products.Office.com, and Customer agrees that any changes to Microsoft products are at the sole discretion of Microsoft Corporation, and TPx is not liable for these changes or any documentation to the contrary. Should Microsoft End-of-Life a product sold to the Customer by TPx, TPx will recommend an alternative product for their consideration. Should the Customer not elect to change to another Microsoft product sold by TPx, TPx reserves the right to cancel Customers service agreement. Any associated change in price or migration expenses will be the sole responsibility of the Customer.

1.3 Microsoft Office 365 Service Level Agreement (SLA). Microsoft provides SLA credits. If Microsoft does not maintain service above their stated SLA availability, Customer may be eligible for a credit towards their monthly service fees. This SLA is provided by Microsoft and is subject to change. Details for Microsoft's SLA may be found online at TechNet. Should Customer wish to file an SLA claim, Customer should contact the ITx Support Team to open a claim with Microsoft. In the event Microsoft agrees to Customer's SLA claim, TPx will apply the credits towards Customers future monthly invoice. Credits are not to exceed one month's total monthly recurring charges.

2. TERM AND TERMINATION

2.1 Term Commitment. TPx offers Microsoft Office 365 products and ITx for Office 365 managed service levels for a monthly recurring charge with a one year minimum commitment.

2.2 License Flexibility. "ITx for Office 365 – Optimum" managed service Customers may request a downsize of Microsoft Office 365 licenses and corresponding ITx for Office 365 – Optimum licenses, up to but not exceeding 10% of the maximum license quantity during their current term commitment, without incurring ETFs. License cancelations in amounts greater than 10% will incur per license standard ETFs.

2.3 License Billing for Onboarding Projects. In cases where licenses are provisioned as part of an Onboarding Project Statement of Work (SOW), billing will commence when Office 365 licenses are provisioned for the Customer's account.

3. ITX FOR OFFICE 365 MANAGED SERVICE LEVELS

3.1. ITx Product and Service Descriptions. Ongoing information specific to products and services is available online in the ITx Services Catalog.

3.2. ITx for Office 365 Service Levels. ITx for Office 365 offers Customers two managed service levels, Core and Optimum. Customers may not combine managed service levels per account, and



must select one or the other. For Customers without an ITx for Office 365 service on their sales agreement, their service level will be defaulted to the Core service level.

- ITx for Office 365 – Core includes:
 - Managed Microsoft Office 365 Account Creation within Microsoft Partner Center
 - Managed Monthly Billing and Licensing of Office 365 by TPx
 - Managed Support Escalations to Microsoft for Office 365 Platform Performance Issues (as identified in Office 365's Admin Portal Service Health dashboard)
- ITx for Office 365 – Optimum includes:
 - Managed Microsoft Office 365 Account Creation within Microsoft Partner Center
 - Managed Monthly Billing and Licensing of Office 365 by TPx
 - Managed Support Escalations to Microsoft for Office 365 Platform Performance Issues (as identified in Office 365's Admin Portal Service Health dashboard)
 - Office 365 Portal Administration and Change Management Managed Service
 - License Flexibility (as referenced above in Section 2.2.)

3.3. ITx Professional Service Charges. For ITx Engineering assistance outside of the scope of Customers current subscription services, ITx Engineers are available on a time and materials basis.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Relationship and Support Engagements. Customer understands that they are purchasing Microsoft Office 365 product subscriptions from TPx as their CSP provider, and as such are to engage TPx directly for all Office 365 platform performance issues. Customer understands that Microsoft is ultimately responsible for overall Office 365 product definitions, platform performance, stability, and availability, and agrees that ITx Support is “Best Effort” with no guarantee of Office 365 platform performance.

4.2. Customer Technical Point of Contact (TPOC). Customer must identify at least one Technical Point of Contact (TPOC) as a person authorized to give administrative direction to the ITx Team for configuration changes. If Customer selects the ITx for Office 365 – Core service level, the TPOC will be responsible for making all administrative changes to Customer's Office 365 environment as outlined above, with all administrative change requests to ITx Support being charged at current time and materials.

4.3. Remote Technical Support. Customer understands this is a remote technical support service.

4.4. Administrative Support Services. Customer understands the Core and Optimum service levels are designed for Administrative Support for the Office 365 platform. End User Help Desk “How-To” questions on application use are not included with ITx for Office 365. Support for locally installed Office applications and Customer devices (including but not limited desktop and laptop computers, and mobile devices) are not part of this service, but may be available as part of TPx's ITx for Workstations service.

4.5 Recommended Practice Implementations and Configurations. TPx reserves the right to refuse Customer requests for non-supported administrative configurations of Office 365 deployments in favor of Microsoft recommended practice configurations.

This Addendum is effective only upon execution of both the TAA or MSA and ITx Services Addendum by the Customer. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.