

Product Terms – Microsoft 365

These Product Terms apply to the supply of the Microsoft 365 service by Vetta Trading Limited (Vetta) to the Customer under the Vetta Trading Ltd Master Services Agreement (MSA). These Product Terms form part of the Agreement.

1. Service Overview

1.1 Service Description

The range of Microsoft 365 is a cloud-based subscription service providing productivity apps (Word, Excel, PowerPoint, Outlook, Teams), OneDrive cloud storage, cloud-based directory services, cloud-based email services, security features, and AI tools like Copilot, all updated continuously and accessible across PCs, Macs, tablets, and phones for individuals, families, and businesses.

1.2 Service Components

The service includes the following components:

- (a) Microsoft 365 licensing
- (b) Implementation services
- (c) Customer support

1.3 Product Codes

- Product Code / SKU: M365-* (where * is the code for the exact Microsoft 365 service provided)

2. Service Features and Inclusions

2.1 The service includes:

- (a) Microsoft 365 licensing
- (b) Customer support

2.2 Optional features (if selected in the Service Order):

- (a) Implementation services
- (b) Cloud migration services

3. Service Limitations and Exclusions

3.1 The service does not include:

- (a) onsite support beyond installation unless stated otherwise
- (b) third party software, licensing or integration unless specified
- (c) Customer equipment maintenance or configuration unless included

3.2 The Customer acknowledges that service performance may depend on factors outside Vetta's control including upstream provider networks, Customer equipment and local site environment.

4. Service Levels

4.1 Availability Target

The service is provided with a target availability of 99.5 percent, measured monthly.

4.2 Incident Response Targets

- Severity 1 (Critical): response within 1 hour
- Severity 2 (High): response within 4 hours
- Severity 3 (Medium): response within 1 Business Day
- Severity 4 (Low): response within 3 Business Days

4.3 Restoration Targets

- Severity 1: N/A – controlled by Microsoft
- Severity 2: N/A – controlled by Microsoft
- Severity 3: N/A – controlled by Microsoft
- Severity 4: N/A – controlled by Microsoft

5. Customer Responsibilities

5.1 The Customer must:

- (a) provide full access to premises and equipment as required
- (b) ensure the site environment is suitable for installation and operation
- (c) maintain required power, cabling and environmental conditions
- (d) use the service in accordance with Vetta's Acceptable Use Policy
- (e) maintain security of all Customer-owned equipment and systems
- (f) notify Vetta promptly of issues, faults or changes in requirements

5.2 The Customer is responsible for all use of the service by its personnel, contractors and end users.

6. Vetta Responsibilities

6.1 Vetta will provide the service with reasonable skill and care and in accordance with good industry practice.

6.2 Vetta will:

- (a) monitor service performance where applicable
- (b) liaise with upstream providers where required
- (c) respond to incidents within the target response times
- (d) provide updates and notifications for outages or maintenance
- (e) supply any Vetta-owned Equipment required for the service

7. Equipment

7.1 Vetta may provide Equipment required for delivery of the service. Equipment remains Vetta property unless sold under a separate agreement.

7.2 The Customer must comply with all Equipment obligations set out in the MSA.

7.3 Where Customer Equipment is hosted by Vetta, the Customer remains responsible for such equipment in accordance with the MSA.

8. Minimum Term

8.1 The Minimum Term for Microsoft 365 services are specific to the terms of the services ordered, which can be ordered in three varieties:

- 1) Monthly term – these services are billed monthly, and provided on a month-to-month term, with a 30-day cancellation notice period and no early termination charge.
- 2) Monthly on annual term – these services are billed monthly, and provided on an annual term. Cancellation of these services must be notified to us at least 30 days before term expiration, and an early termination fee equal to the charges applicable remaining in the term applies for cancellations prior to the term expiration.
- 3) Annual term – these services are billed annually, and provided on an annual term. Cancellation of these services must be notified to us at least 30 days before term expiration, and an early termination fee equal to the charges applicable remaining in the term applies for cancellations prior to the term expiration.

Note that not all of these options may not be available on all of Microsoft's product varieties. Unless advised otherwise, Microsoft 365 services automatically renew for the same length of term at Minimum Term expiration (rollover).

9. Early Termination Charges

9.1 If the Customer terminates the service before the end of the Minimum Term, the Customer must pay:

- all remaining fixed monthly charges to the end of the Minimum Term, or any automatically renewed term.

9.2 Additional early termination charges may apply where stated in the Service Order or Order Confirmation.

10. Charges and Billing

10.1 Charges for the service are set out in the Service Order or Order Confirmation.

10.2 Unless otherwise stated:

- (a) monthly recurring charges are billed monthly in advance
- (b) usage based or one off charges are billed monthly in arrears
- (c) installation or setup charges are billed on completion or activation

10.3 Billing and payment terms follow the MSA, including interest rates and dispute timeframes.

11. Service Activation and Installation

11.1 Vetta will notify the Customer when the service is ready for testing and activation.

11.2 Installation requirements may include:



- (a) access to the Customer site
- (b) consent from landlords or property owners
- (c) installation of cabling, hardware or network termination points

11.3 Missed appointments or delays caused by the Customer may result in additional charges.

12. Customer Support

Standard support hours: Monday to Friday, 8.30am to 5.00pm NZT, excluding public holidays. After-hours support is available for Severity 1 and Severity 2 incidents or where included in the Service Order.

Support can be contacted by the following means:

- Email (preferred): support@vetta.nz
- Phone: +64 3 247 0000
- Tollfree: 0800 4 VETTA

For after-hours support, an email must be sent to the above address to open a support ticket, followed by a call placed to either our phone or tollfree numbers to engage our on-call engineer.

13. Special Conditions

Any service-specific conditions or variations to the above:

- Microsoft 365 services are subject to accordance, and the usage of being bound to the Microsoft Services Agreement, located at <https://www.microsoft.com/en-nz/servicesagreement>

Execution

Signed for by _____ (the Customer) by its authorised representative:

Signature: _____

Date: _____

Name: _____

Role: _____