



umbrellar

Azure & Azure Stack

Service Description

 **Brilliant.**

1 Table of Contents

2	Definitions	3
3	Service Description	5
4	Access to Internet	6
5	Umbrellar's Obligations	7
6	Customer Obligation	8
7	Security	11
8	Data Protection	Error! Bookmark not defined.
9	Service Management Boundary	14
10	Charges	15
11	Service Levels	16
12	Minimum Period of Service, Termination and Termination Charges.....	17

2 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions.

"Umbrellar Network" means the communications network owned or leased by Umbrellar and used to provide the Service.

"Catalogue" means the display of available Microsoft® Azure services available to the Customer via the Microsoft® Azure Management Portal.

"Keyword" means a word or phrase chosen by the Customer during the online registration process for the Portal that may be used by the Service Desk to verify the authority of the caller to raise incidents on Customer's behalf.

"CMS" means Umbrellar Compute Management System and is the portal and orchestration system that manages and drives the provisioning and billing aspects of the service.

"Customer Contact" has the meaning given in Clause 5.2.1.

"Customer Personal Data" means only the proportion of Personal Data of which only the Customer is the Data Controller and which Umbrellar needs to Process on the Customer's behalf, as a Data Processor in providing the Services to the Customer under the Contract.

"Data Controller", **"Data Processor"** and **"Data Subject"** each has the meaning given to it in the Data Protection Legislation.

"Data Protection Legislation" means the Applicable Laws and regulations relating to the Processing of Personal Data that may exist in the relevant jurisdictions.

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

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Microsoft® Azure/Azure Stack Management Portal" means the web interface, provided by Microsoft®, through which the Customer may manage the Service.

"Microsoft® Cloud Agreement" means the terms of use that the Customer must accept and observe when using the Microsoft® Azure Management Portal and consuming any of the Microsoft® Azure services.

[http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2016Agr\(EMEA\)\(ENG\)\(Jul2016\)\(CR\).pdf](http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2016Agr(EMEA)(ENG)(Jul2016)(CR).pdf)

"Notice" means any notice to be given by one of us to the other under the Agreement.

"Order" means the Customer's request for the Services offered in the Azure / Azure Stack management portal. The Order is only available online via the Portal. **"Personal Data"** has the meaning given to it in the Data Protection Legislation.

"Planned Maintenance" means any maintenance Umbrellar has planned to do in advance.

"Portal(s)" means the Umbrellar CMS Portal and/or the Microsoft® Azure/Azure Stack Management Portal that the Customer accesses for service administration and management of the Microsoft® Azure services order online by the Customer.

"Process" and **"Processing"** have the meanings given to them in the Data Protection Legislation.

"Purchased Equipment" means any equipment, including any Software, that Umbrellar sells or licenses to the Customer.

"Service" resources and products available to order under a subscription or plan in the Azure and Azure Stack management portals.

"Service Credit" means the percentage of the Applicable Monthly Service Fees credited to the Customer following Microsoft's claim approval.

"Service Desk" has the meaning given in Clause 4.1.1.

"Service Level Agreement" or "SLA" means the performance metric(s) set forth in the SLA that Microsoft® agrees to meet in the delivery of the Microsoft® Azure services.

"Service Management Boundary" has the meaning given in Clause 9.

"Subscription(s)" means a consumption offering (also called pay-as-you-go (PAYG) based on actual usage.

"Usage Charges" means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of users using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

3 Service Description

Standard Service Components

- 3.1 Umbrellar will provide the Customer with the Standard Service Components, as set out below:
 - 3.1.1 Subscription set-up via the Umbrellar Portal to provide the Customer with access to the Microsoft® Azure/Azure Stack Management Portal. The Microsoft® Azure/Azure Stack Management Portal will give the Customer access to a catalogue of available Microsoft® Azure services; and
 - 3.1.2 A single invoice for the Service that will list charges for the Microsoft® Azure/Azure Stack services that the Customer has consumed; and
 - 3.1.3 Service Desk support that will provide first line support to the Customer and is available 24x7x365 for fault reporting and enquiries; (the "Service").
- 3.2 The Customer will have the following services in place that will connect to the Service and are necessary for this Service to function:
 - 3.2.1 Umbrellar Cloud Management System.
- 3.3 If Umbrellar provides the Customer with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 3.4 Umbrellar will not be liable for failure to, or delay in supplying the Service if another supplier delays or refuses the supply of a service to Umbrellar and no alternative service is available at reasonable cost.
- 3.5 Service shall commence on the Operational Service Date and unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Agreement, Umbrellar will continue to provide the Service and both of us will continue to perform each of our obligation

4 Access to Internet

4.1 The Customer acknowledges and agrees that where the Service provides access to the Internet, the use of the Internet is at the Customer's own risk.

4.2 The Customer acknowledges that:

- (a) The Internet is independent of the Service and Umbrellar has no responsibility for provision of the Internet;
- (b) and use of the Internet is solely at the Customer's risk and subject to all applicable laws. Umbrellar has no responsibility for any information, software, services or other materials obtained, downloaded, shared or transmitted by the Customer using the Internet. Umbrellar's Obligations

5 Umbrellar's Obligations

Service Delivery

- 5.1 Before the Operational Service Date and, where applicable, throughout the provision of the Service, Umbrellar will:
 - 5.1.1 provide the Customer with contact details of the helpdesk to submit service requests, report Incidents and ask questions about the Service ("Service Desk");
 - 5.1.2 provide the Customer with Microsoft® Azure/Azure Stack subscription(s) which the Customer can use to self-serve Microsoft® Azure services using the Microsoft® Azure/Azure Stack Management Portal;
 - 5.1.3 provide the Customer with an invoice which will include the Microsoft® Azure/Azure Stack services the Customer has consumed.

Service Operation

- 5.2 **On and from the Operational Service Date, Umbrellar:**
 - 5.2.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with Clauses 5.8 – 5.11 of this Schedule.
 - 5.2.2 may carry out Planned Maintenance on the Umbrellar CMS Portal, from time to time. Umbrellar may inform the Customer with less Notice than normal where emergency Planned Maintenance is required;
 - 5.2.3 may, in the event of a security breach affecting the Service, require the Customer to change any or all passwords. Umbrellar does not guarantee the security of the Service against unauthorised or unlawful access or use.

6 Customer Obligation

Service Delivery

- 6.1 The Customer agrees to accept the Microsoft® Cloud Agreement terms of use and the terms of use for each Microsoft® service the Customer orders and consumes.
- 6.2 Before the Operational Service Date and, where applicable, throughout the provision of the Service by Umbrellar, the Customer will:
 - 6.2.1 provide Umbrellar with the names and contact details of any individuals authorised to act on the Customer's behalf for Service management matters ("**Customer Contact**"). Umbrellar may also accept instructions from a person who Umbrellar reasonably believe is acting with the Customer's authority;
 - 6.2.2 provide Umbrellar with any information reasonably required without undue delay;
 - 6.2.3 software, and telecommunications equipment and services, necessary to access and use the Portals and Microsoft® Azure/Azure Stack services;
 - 6.2.4 ensure that the equipment or services used by the Customer to access, view or use the Portals is technically compatible;
 - 6.2.5 not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Portals or any part of the Portals;
 - 6.2.6 agree to the details of the Service, including configuration information, to be accessible online via the Portals;
 - 6.2.7 provide the Service Desk with at least 30 days' notice should the Customer wish to transfer the Customer's subscription to an alternative Microsoft® partner.
 - 6.2.8 Grant Umbrellar with Global Administration privileges to service, support and manage the tenant. If administration privileges are removed by the Customer, Umbrellar will automatically charge a 15% surcharge on Azure/Stack services for any days where Administration rights are not present.

Customer's use of Microsoft® Azure/Azure Stack services

- 6.3 The Customer's use of the Microsoft® Azure/Azure Stack Management Portal and the provisioning of any of the Microsoft® Azure services will be subject to the Customer's acceptance of the Microsoft® Cloud Agreement terms of use and the terms of use for each service presented to the Customer when the Customer accesses the Microsoft® Azure/Azure Stack Management Portal. The Customer acknowledges Microsoft's conditions and agree to observe and comply with them for any and all use of the Microsoft® Azure services.

- 6.4 Any licences, warranties and indemnities provided by Umbrellar in the General Terms and Conditions do not apply to the Customer's use of the Microsoft® Azure/Azure Stack Management Portal or any of the Microsoft® Azure/Azure Stack services. The use of the Microsoft® Azure/Azure Stack Management Portal and any of the Microsoft® Azure/Azure Stack services is governed by the applicable Microsoft® conditions.
- 6.5 The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or relying on the Service, the Customer's information, or third party information. Umbrellar will not be a party to any transaction between the Customer and any third party.

Service Operation

- 6.6 On and from the Operational Service Date, the Customer will:
- 6.6.1 pass Incident reports to the Service Desk using the reporting procedures agreed between the Parties;
- 6.6.2 ensure that any Customer Equipment that is connected to the Service or that the Customer use, directly or indirectly, in relation to the Service is:
- (a) adequately protected against viruses and other breaches of security;
 - (b) technically compatible with the Service and will not harm or damage Umbrellar Equipment, the Umbrellar Network, or any of Umbrellars' supplier's or subcontractor's network or equipment; and
 - (c) approved and used in accordance with relevant instructions and applicable law;
- 6.6.3 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 6.6.4 ensure the secure and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
- (a) inform Umbrellar immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Service; and
 - (c) satisfy Umbrellar security checks if a password is lost or forgotten; and
 - (d) ensure that Umbrellar retains owner access of the subscription during the service.

- 6.7 If Umbrellar requests the Customer to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service.

Notification of Incidents

- 6.8 Where the Customer become aware of an Incident, the Customer will report it to Umbrellar Service Desk:
- 6.9 Umbrellar will provide the Customer a unique reference number for the Incident ("Ticket");
- 6.10 Umbrellar will close the Ticket when:
- 6.10.1 The Customer confirm that the Incident is cleared within 24 hours of being informed; or
- 6.10.2 Umbrellar has attempted unsuccessfully to contact the Customer, in the way agreed between the Parties, in relation to the Incident and the Customer has not responded within 24 hours of Umbrellar's attempt to contact the Customer.
- 6.11 If the Customer confirms that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and Umbrellar will continue to work to resolve the Incident.

7 Security

- 7.1 The Customer is responsible for the security and proper use of all User IDs, Checkwords and passwords. Umbrellar may suspend access to the Service at any time if there is, or is likely to be, a breach of security or misuse of the Service.
- 7.2 The Customer will immediately inform Umbrellar if there is any reason to believe that a User ID, password, or Checkword allocated by Umbrellar has, or is likely to be used in an unauthorised way.
- 7.3 Where there is, or is likely to be, a breach of security or misuse of the Service, Umbrellar may require the Customer to change any or all of the Checkwords or passwords associated with the Service and used by the Customer in connection with the Service.
- 7.4 The Customer is responsible for the security of its information. Umbrellar accepts no liability for any such incidents, or for any loss or damage suffered by the Customer.
- 7.5 Umbrellar will use reasonable care and skill in carrying out Umbrellar's obligations under this Agreement in accordance with its security policy, however it is not possible to guarantee that all instances of fraud, misuse, unwanted or unauthorised activity or access to the Customer's information is prevented or detected. Whenever Umbrellar becomes aware that security has been compromised, Umbrellar will take actions in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to the Customer's information. Nevertheless, Umbrellar accepts no liability for any such incidents, or for any loss or damage suffered by the Customer.

8 Data Protection

7.1 Umbrellar may need to collect, Process and use Personal Data in order to:

- (a) administer, track and fulfil Orders for a Service;
- (b) deliver and commission the Service, either remotely or at the Sites;
- (c) process, track and resolve Incidents with the Service, either remotely or at the Sites;
- (d) administer access to online portals relating to the Service;
- (e) compile, dispatch and manage the payment of invoices relating to the Service;
- (f) respond to general queries relating to the Service.

8.2 Umbrellar will Process this Personal Data in accordance with applicable Data Protection Legislation and the relevant Umbrellar privacy policy set out at <https://umbrellar.com/terms-and-conditions>

8.3 Umbrellar may be required to share this information with other relevant parties, within or outside the NZ Economic Area, in order to carry out these activities, but in doing so, Umbrellar will ensure that the sharing and use of this information is compliant with applicable Data Protection Legislation.

8.4 Umbrellar may, from time to time, contact the Customer Contact, or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services, and if this information includes marketing materials, Umbrellar will provide a mechanism for the recipient to elect not to receive such communications in the future.

8.5 You are responsible for complying with all requirements under applicable Data Protection Legislation and for ensuring that all criteria (for example notifications, consents etc.) necessary for the provision of the Service by Umbrellar, Microsoft® and their respective Affiliates and service providers, are fulfilled when sharing such Personal Data with Umbrellar.

8.6 The Customer will ensure that they disclose to Umbrellar only the Personal Data that Umbrellar requires in order to perform the Service.

8.7 To the extent that, for the provision of the Service, Umbrellar is required to Process Customer Personal Data on the Customer's behalf, Umbrellar will:

- (a) Process the Customer Personal Data only on the Customer's instructions and

to the extent necessary for the performance of this Agreement;

- (b) implement technical and organisational security measures appropriate to the risk represented by the Processing and the nature of the Customer Personal Data, to protect the Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;
- (c) not disclose Customer Personal Data to a third party unless required to provide a Service, allowed by the Agreement or otherwise required by Applicable Law.

8.8 Notwithstanding any other provision in the Agreement, the Customer agrees that, for Umbrellar to provide a Service, Customer Personal Data may be:

- (a) used, managed, accessed or transferred and held on a variety of systems, networks and facilities (including databases) worldwide;
- (b) provided or transferred by Umbrellar to any Umbrellar Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that Umbrellar Affiliate, subcontractor or supplier to perform its obligations in respect of the Service and the Customer appoints Umbrellar to perform each transfer in order to provide the Services, provided that Umbrellar takes appropriate steps and enters into appropriate agreements with Umbrellar Affiliates, subcontractors or suppliers, as required, for each transfer to be adequately protected.

8.9 The Customer will obtain or submit promptly any regulatory approvals or notifications required under the Data Protection Legislation. The Customer agrees that we, to the extent permitted by Applicable Law, will not be liable for any Claim arising out of or in connection with any action or omission by us, to the extent that such action or omission results from:

- (a) any failure by the Customer to comply with this Clause 7; or
- (b) us complying with any of the Customer's instructions; and
- (c) The Customer will indemnify, hold harmless and defend us from and against any such Claim brought against us by any third party, including a Data Subject.

8.10 Umbrellar will not have access to Personal Data and/or other confidential information that may be shared between the Customer and Microsoft® regarding the use of the Microsoft® Azure/Azure Stack Management Portal and the provisioning of any of the Microsoft® Azure services. Any handling activities for the Microsoft® Azure Management Portal and Microsoft® Azure services will be governed by the agreements between the Customer and Microsoft®. Umbrellar will only handle limited contact information and other service information to the extent required to perform Umbrellar's obligations contained in this Service Schedule.

9 Service Management Boundary

- 9.1 Umbrellar will provide and support the availability of the Service set out resources ordered under a Cloud Solutions Provider Subscription ("Service Management Boundary").
- 9.2 Umbrellar will have no responsibility for the Service outside the Service Management Boundary. For the avoidance of doubt, the Service Management Boundary does not include the Microsoft® Azure/Azure Stack Management Portal.
- 9.3 Umbrellar does not make any representations, whether express or implied, that the Service will operate in combination with any Customer Equipment or other equipment and software.

10 Charges

10.1 The Charges for the Service will be set out on the Order and will be invoiced and paid in accordance with the applicable provisions as agreed in the General Terms and Conditions.

10.2 Unless stated otherwise in an applicable Order, Umbrellar will invoice the Customer for:

10.2.1 Usage Charges will be monthly in arrears on the first day of the relevant month calculated at the then current rates for each Microsoft® Azure service consumed within the Customer's subscription.

10.2.2 Umbrellar may invoice the Customer for any of the following Charges in addition to those set out in the Order.

- (a) Charges for investigating Incidents that the Customer reports to Umbrellar where Umbrellar finds no Incident, or the Incident is caused by something for which Umbrellar is not responsible, or the Incident is outside of the Service Management Boundary;
- (b) Charges for restoring Service if the Service has been suspended;
- (d) any other Charges set out in any applicable Order or as otherwise agreed between the Parties.
- (e) Charges for Azure usage that is received by Umbrellar from Microsoft post the end of the billing period.

11 Service Levels

- 11.1 Service Levels relating to any Microsoft® Azure services or the Microsoft® Azure Management Portal are detailed in the Customer's SLA agreement with Microsoft®.
- 11.2 Service Levels relating to any Microsoft® Azure Stack services or the Microsoft® Azure Stack Management Portal are measured at 99.9% uptime guarantee.

Where a Service Level is not met by Microsoft®

- 11.3 The Customer will submit a claim for Service Credits to Umbrellar and include information necessary for Umbrellar to validate the claim, including but not limited to:
 - 11.3.1 a detailed description of the Incident;
 - 11.3.2 information regarding the time and duration of the downtime (as described in Microsoft® Azure SLAs for each service);
 - 11.3.3 the number and location(s) of affected users (if applicable); and
 - 11.3.4 descriptions of the Customer's attempts to resolve the Incident at the time of occurrence.
- 11.4 The Customer will ensure that claims for Service Credits related to Microsoft® Azure services will be received by Umbrellar within two months of the end of the billing month in which the Incident that is the subject of the claim occurred.
- 11.5 Umbrellar will submit all information relating to the claim for Service Credits to Microsoft® who will determine whether a Service Credit is owed. Umbrellar will use commercially reasonable efforts to process all information relating to claims during the subsequent month and within 45 Business Days of receipt.
- 11.6 Umbrellar will communicate Microsoft's® decision to either approve or decline the claim to the Customer.
- 11.7 If Microsoft® determine that a Service Credit is owed to the Customer, Umbrellar will apply the Service Credit to the Customer's invoice on the next invoice.
- 11.8 Umbrellar accepts no liability for Microsoft's non-approval of a claim

12 Minimum Period of Service, Termination and Termination Charges

- 1.1 There is no Minimum Period of Service for PAYG subscription. Azure Reservations carry a Minimum Period associated with the reservation commitment (1, or 3 years).

- 1.2 Termination for Convenience
For the purposes of Clause 12 of the General Terms and Conditions, either of us may, at any time after the Operational Service Date and without cause, terminate the Service or any Order by giving 30 days' Notice to the other.

- 1.3 On termination or expiry of the Service by either the Customer or Umbrellar, Umbrellar will;
 - 1.3.1 terminate the Service and suspend the Customer's subscription(s) and Account; or

 - 1.3.2 arrange to transfer the Customer's subscription to an alternative Microsoft® partner.