



Service Schedule for Microsoft® Office 365 Small Business / Microsoft® Office 365 Business Essentials offered by BT and Microsoft® Office 365 Small Business Premium/ Microsoft® Office 365 Business Premium offered by BT

1. SERVICE DESCRIPTION

Service Overview

1.1 The Customer must choose between the following options when ordering:

- (a) Microsoft® Office 365 Small Business offered by BT; or
- (b) Microsoft® Office 365 Small Business Premium offered by BT.

Depending on the option chosen, the Service includes the following:

Microsoft® Office 365 Small Business offered by BT:

- Exchange Online email, calendar, and contacts
- SharePoint Online
- Office Web Apps
- Lync Online

Microsoft® Office 365 Small Business Premium offered by BT:

In addition to the Microsoft® Office 365 Small Business offered by BT features (as set out above), Microsoft® Office 365 Small Business Premium offered by BT includes Office software and the following Office suite of downloadable services:

- Word
- Excel
- PowerPoint
- Outlook
- OneNote
- Publisher
- Access

All third party trade mark rights are acknowledged.

1.2 When configuring the service customers must choose between either:

(a) Microsoft® Office 365 Small Business offered by BT and Microsoft® Office 365 Small Business Premium offered by BT and

(b) Microsoft® Office 365 Business Essentials and Microsoft® Office 365 Business Premium offered by BT

1.3 The Service is available for organisations with the number of employees as set out below unless otherwise agreed:

(a) Microsoft® Office 365 Small Business offered by BT and Microsoft® Office 365 Small Business Premium offered by BT – 1 to 25 employees; and

(b) Microsoft® Office 365 Business Essentials and Microsoft® Office 365 Business Premium offered by BT – 1 to 300 employees.

1.4 The Customer must supply a Domain Name for use with the Service.

1.5 Further information including details of features, limitations, restrictions and notices is available at:

<http://business.bt.com/broadband-and-internet/internet-communication/business-email/> (or any other url that BT advises to the Customer). Breach of any limit or restriction may result in the rejection, deletion or loss of data. Each mailbox that shares a custom domain must have its own User SL in order to benefit from all the collaboration features of Microsoft® Office 365 Small Business offered by BT.

Access to the Service

1.6 In order to access the Service the Customer must ensure that its system meets the minimum requirements set out at <http://business.bt.com/broadband-and-internet/internet-communication/business-email/> (or any other url that BT advises to the Customer).

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1.7 BT will provide User SLs to the Customer for Users to access the Service. Hardware or software used by the Customer to reduce the number of Users that directly access or use the Service, does not reduce the number of User SLs required. The number required will be determined by BT.

1.8 Subject to paragraph 1.7, this Contract does not include the provision of any service and / or device necessary to connect to the Service.

Service Start Date

1.9 If at any time before the User SL is first activated BT finds that it is unable to provide the Service for any reason, BT will notify the Customer as soon as possible and the contract for the Service will be cancelled immediately without liability to either party.

1.10 The Service Start Date is the date of BT's email to the Customer confirming acceptance of the order.

Activation and set-up

1.11 The Customer accepts and agrees that activation or set-up (or both) of the Service may result in information about connected devices being sent to BT or its licensors (or both). If a device is connected to the Internet, activation may be automatic. Changes to the Customer's computer equipment or the Service may require reactivation or set-up (or both) of the Service.

Minimum Period

1.12 Unless the Charges Schedule states otherwise, the Service will have a Minimum Period of 12 or 24 months from the Service Start Date depending upon the Minimum Period that the Customer agrees to when it applies for the Service. Each User SL is subject to a Minimum Period. At the end of the Minimum Period, unless the Customer or BT gives notice of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and the Customer and BT will continue to perform their obligations in accordance with the Contract.

2. SERVICE LEVELS

Service Management

2.1 BT will perform routine system administration of the Service, including without limitation server, network and security monitoring.

Fault Monitoring

2.2 BT will provide fault monitoring of the Service 24 hours a day, 7 days a week.

BT Helpdesk

2.3 The BT Helpdesk provides first line support to the Customer and is available 24 hours a day, 7 days a week for fault reporting and enquiries.

2.4 The contact details for the BT Helpdesk will be set out on bt.com at <http://www.bt.com/business/contactus> (or any other url that BT advises to the Customer). Charges for calls to the BT Helpdesk are at the rates specified in the Charges Schedule.

Online Support

2.5 In addition to the BT Helpdesk detailed in paragraph 2.3 above, BT will provide the following online services to the Users:

- (a) 'Help & Support' which will provide Users with online help on configuration, usage and troubleshooting problems;
- (b) 'Your Account' will allow the Admin User to manage Mailboxes and passwords and other Users to manage passwords.

2.6 BT and its licensors are not responsible for providing any other support, whether technical or otherwise, in respect of the Service.

Service Availability

2.7 The Service is scheduled to be available 24 hours per day, 7 days a week. Subject to paragraph 2.13, the Customer acknowledges that such availability is not guaranteed.

Fault Repair Service

2.8 BT does not guarantee that the Service will never be faulty, however, BT will correct all reported faults as soon as BT reasonably can.

Security

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- 2.9 The Service is accessed through 128-bit Secure Sockets Layer (SSL) or Transport Layer (TLS) Security encryption.
- 2.10 The Service uses Microsoft Forefront On-line Protection for Exchange, Microsoft Forefront Protection, proprietary anti-spam technology and complementary antivirus engines to help detect malicious code, malicious software and spam.
- 2.11 The Customer acknowledges BT cannot guarantee that the security specified in paragraphs 2.9 and 2.10 above will detect or protect against malicious code, malicious software or spam.
- 2.12 BT recommends the Customer takes appropriate measures, including the installation of suitable antivirus software, to protect and secure its PCs and computer network against harmful and malicious viruses.

Service Level Agreement

- 2.13 The Service Level Agreement set out in the Annex to this Service Schedule forms part of the Contract and applies as specified in the Annex.
- 2.14 BT's sole liability for a failure in the Service covered by the Service Level Agreement is limited to the amount payable to the Customer as set out in the Annex. Any amount paid by BT under the Service Level Agreement will reduce by the same amount BT's limit of liability under paragraph 5.24 of this Schedule.

Communication to Customers

- 2.15 BT or its licensors (or both) may contact the Customer (including Users) in connection with the delivery or operation of the Service.

3. CHARGES

General

- 3.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule (or as otherwise agreed).
- 3.2 Payment is due within 28 days of the date of BT's bill or, if payment is made by direct debit or monthly payment plan, by the due date specified on BT's bill.

- 3.3 Unless otherwise agreed by the Customer, payment will not be made by direct debit or monthly payment plan.
- 3.4 The payment processing fee (if applicable) is specified in the Charges Schedule.
- 3.5 Clause 4.10 of the Conditions will not apply to this Service.

Cancellation Charges

- 3.6 The cancellation charge referred to in clause 6.1 of the Conditions will be as set out in the Charges Schedule.

Termination Charges

- 3.7 The early termination charges referred to in clause 6.5 of the Conditions will be as set out in the Charges Schedule.

4. RESPONSIBILITIES OF THE CUSTOMER AND BT

- 4.1 The Customer must acquire and assign User SLs to Users who access the Service. The Customer may not reassign User SLs on a short-term basis (within 90 days of the last assignment) except on a short-term basis, to cover a User's absence. Reassignment of User SLs for any other purpose or timeframe must be permanent. If a User SL is reassigned, the Customer must remove the software or block access from the former User's device.
- 4.2 The Customer is responsible for nominating an Admin User who will:
- (a) be the first point of contact for all Users of the Service;
 - (b) deal with day-to-day management of User mail accounts and simple queries such as password resets;
 - (c) be solely responsible for use of Admin activities within Self Care, which will allow activities such as password resets and account creation and deletion, which are only available to the Admin User.
 - (d) be a contact point for BT or Microsoft for Service delivery or operational issues. The Customer agrees that BT may provide Microsoft with the contact details of the Admin User.

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- The Customer must notify the BT Helpdesk by email of any change to the Admin User contact details.
- The Customer accepts that not all administrative functions are available to the Customer and certain activities, as determined by BT at BT's sole discretion, are reserved to BT.
- 4.3 The Customer is responsible for all configuration and management of its access to the Service including configuration of its network, firewall, Domain Name System, routers and PCs.
- 4.4 The Customer will only access the Service as permitted by BT and will not attempt at any time to circumvent system security or any technical limitations relating to use of the Software or to access the source software or compiled code.
- 4.5 The Customer must not:
- (a) reverse engineer or disassemble any Software;
 - (b) create derivative works of the Software; or
 - (c) unless otherwise expressly permitted under this Contract:
 - (i) rent, lease, lend, resell, or host to or for third parties any Software; or
 - (ii) separate and use the components of the Software on two or more computers, upgrade or downgrade components at different times, or transfer components separately.
- 4.6 The Customer must use only Microsoft software or other authorised third party software to sign into and use the Service.
- 4.7 The Service is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not and must not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to Users.
- 4.8 The Customer will be responsible for the creation, maintenance and design of all Customer Data.
- 4.9 The Customer must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Data.
- 4.10 The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the terms and conditions of this Contract, including any instructions issued under clause 3.4 of the Conditions.
- 4.11 BT or its licensor may take action to manage network performance to avoid disruption of the Service, which may include suppression and/or deletion of inbound and outbound emails reasonably considered by BT or its licensor to be spam.
- 4.12 The Customer must not create or use an email name that infringes the rights of any person in a corresponding trademark or trade name or that in BT's reasonable opinion is offensive, or detrimental to BT including to BT's reputation.
- 4.13 If BT reasonably believes that any action specified in paragraph 4.12 above has happened, BT may, without notice, suspend access to the email account.
- 4.14 The Customer may only use the email address as part of the Service. The Customer must not sell, or agree to transfer it to anyone else and must not try to do so.
- 4.15 Except as permitted by applicable law or as expressly permitted under the Contract, the Customer must not, without BT's prior written consent, copy manuals or documentation or permit anyone else to do so.
- Security for Accounts**
- 4.16 The Customer is responsible for all activity with the Customer's accounts including that of Users and dealings with third parties that take place through the Customer's account or associated accounts. The Customer must keep the Customer's accounts confidential. The Customer must inform BT immediately of any possible misuse of the Customer's accounts or any security breach related to the Service.

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Using More than One Product or Functionality Together

4.17 The Customer must obtain a licence for each product and separately licensed functionality used on a device or by a User.

Third Party Content and Services

4.18 BT and its licensors are not responsible for any third party content the Customer accesses with the Service. The Customer is responsible for the Customer's dealings with any third party (including advertisers) relating to the Service (including the delivery of and payment for goods and services).

Scope of Use

4.19 The Customer must not:

- (a) use the Service to try to gain unauthorised access to any service, data, account or network by any means;
- (b) falsify any protocol or email header information;
- (c) use the Service to send spam or otherwise make available any offering designed to violate these terms and conditions (e.g. denial of service attacks);
- (d) remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Service; or
- (e) use the Service in any application or situation where failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. This does not include use for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

5. ADDITIONAL CONDITIONS

5.1 Clause 6.2 of the Conditions is amended as follows:

The Contract or the Service may be ended by:

- (a) BT on giving a minimum of 28 days' written notice; or
- (b) by the Customer on giving a minimum of 30 days' written notice in advance to terminate on the same day of the month that the Customer was first supplied with the Service. The Customer must pay all amounts due up to and including the date of termination.

Note for clarification:

if the Service Start Date was the 10th day of a particular month and on the 20th September the Customer notifies BT in writing that the Customer is terminating the Service, termination would be effective on the 9th November. The Customer must pay all amounts due until termination is effective.

Software

- 5.2 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software. BT and its licensors may update the licence terms from time to time. Changes introduced with updates or supplements or that do not materially affect the Customer's use of the Service will apply immediately.
- 5.3 BT and its licensors may update or supplement the Software. If so, the Customer may use that update or supplement with the Software. If other terms come with an update or supplement, those terms apply to the Customer's use of it.
- 5.4 BT and its licensors may modify the functionality or features or release a new version of the Software from time to time. After an update, some functionality or features may not be available. If the Software is updated but this is not used by the Customer, some features may not be available and use of the Software may be interrupted.
- 5.5 From time to time, BT and its licensors may check the Customer's version of the Software and recommend or download updates to the Customer's devices. The update may be downloaded without notice.

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- 5.6 The Customer may install and use the Software on the Customer's devices only for use with the Service. The Customer's right to use the Software ends when the Customer's right to use the Software terminates or expires, or when the Software is updated and it no longer supports the Software, whichever comes first. The Customer must uninstall the Software when the Customer's right to use it ends. BT and its licensors may also disable it at that time.
- 5.7 The Customer must not access or use the Service after the Customer's licence terminates or expires.
- 5.8 Rights to access the Software on any device do not give the Customer any right to implement Microsoft patents or other Microsoft intellectual property in Software or devices that access that device.
- Use of Other Web Sites and Services**
- 5.9 The Customer may need to use certain Microsoft or authorised third party web sites and services to access and use the Service. The Customer may also choose to use certain Microsoft applications. The terms of use that come with those sites, applications, and services apply to the Customer's use of them.
- Additional Functionality**
- 5.10 BT and its licensors may provide additional functionality for the Service. Other license terms and fees may apply.
- Customer Data**
- 5.11 The Customer may be able to submit Customer Data for use in connection with the Service. Except for the rights granted by the Customer for use of the Service, and software or services licensed to the Customer by BT or its licensors, neither BT nor its licensors claim ownership of Customer Data submitted for use with the Service. By submitting Customer Data for use with a Service that enables communication or collaboration with third parties, the Customer acknowledges that those third parties may then be able to:
- (a) use, copy, distribute, display, publish, and modify the Customer Data;
 - (b) publish the Customer's name in connection with the Customer Data; and
- (c) grant these permissions to other persons.
- 5.12 The Customer agrees to secure rights in the Customer Data necessary for BT or its licensors (or both) to provide the Customer with the Service without breaching the rights of any third party.
- 5.13 Unless otherwise stated in the Contract, the Customer Data will be used only in the provision of the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats (such as malware or spam).
- 5.14 Customer Data will not be disclosed to a third party (including law enforcement, other government entity, or civil litigant; excluding BT's licensors and subcontractors) unless otherwise agreed or required by law.
- 5.15 Should a third party contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the third party to request it directly from the Customer. As part of that, Microsoft may provide basic Customer contact information to the third party. If compelled to disclose Customer Data to a third party, Microsoft will use commercially reasonable efforts to notify the Customer in advance of a disclosure unless legally prohibited.
- Privacy**
- 5.16 The Microsoft privacy statement relating to the collection and use of data is available here: <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409> (or any other url that BT advises to the Customer).
- The BT Privacy Policy is available here: http://www2.bt.com/btPortal/application?pageid=pan_privacy_policy&siteArea=pan (or any other url that BT advises to the Customer).
- Processing of data**
- 5.17 The Customer agrees to obtain sufficient authorisation from persons providing personal data to the Customer, to:

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<p>(a) transfer that data to Microsoft and its agents; and</p> <p>(b) permit its transfer, storage and processing.</p>	<p>whether direct, indirect, or consequential, arising from the sale or use of the Service.</p>
<p>5.18 The Customer consents to the transfer, storage, and processing of Customer Data (including personal data collected through the Service) outside the UK including but not limited to the United States. This includes any personal data the Customer collects using the Service.</p>	<p>Limits of Liability</p> <p>5.24 The limit of liability under clause 7.2 of the Conditions is £5,000 for all and any direct loss or damage arising from any one incident or series of connected incidents and £10,000 for all incidents in any period of 12 months.</p>
<p>Security of data</p> <p>5.19 BT and its licensors will implement reasonable and appropriate technical and organisational measures, as described in the security overview applicable to the Service, to help secure Customer Data processed or accessed by the Service against accidental or unlawful loss, access, or disclosure. The Customer agrees that these measures are BT and its licensors only responsibility with respect to the security and handling of Customer Data.</p> <p>Further information is available at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409 (or any other url that BT advises to the Customer).</p>	<p>Liability for Breach</p> <p>5.25 The Customer agrees that in addition to any liability to BT, the Customer will be legally responsible to Microsoft for any breach by the Customer or User(s) of this Contract.</p>
<p>Deletion of Customer Data</p> <p>5.20 The Customer agrees that, other than as described in these terms, BT and its licensor have no obligation to continue to hold, export or return the Customer's data. The Customer agrees that neither BT nor its licensors have any liability whatsoever for deletion of Customer Data pursuant to these terms.</p>	<p>Indemnity</p> <p>5.26 The Customer will indemnify BT and its licensors against all claims and proceedings arising from (i) any aspect of the current or former employment relationship between the Customer and any of the Customer's current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006) including a claim from the Customer's current or former personnel or contractors (including a claim in connection with the termination of their employment by BT or its licensors following any transfer of their employment to BT or its licensors pursuant to such laws or regulations). BT and its licensors will provide reasonable assistance in defending any claim and the Customer will pay BT's and its licensors reasonable expenses for such assistance.</p>
<p>Limitation of Liability</p> <p>5.21 BT excludes all liability of any kind in respect of Customer Data or any other material which can be accessed or acquired using the Service.</p> <p>5.22 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.</p> <p>5.23 Microsoft, its Affiliates and suppliers will not be liable under this Contract for any damages,</p>	<p>5.27 Except as may be otherwise specifically provided in the Contract, the obligations and responsibilities of BT and its licensor are solely to the Customer and not to any third party, including Users. The Customer will keep harmless and will indemnify BT and its licensors, against any liabilities or costs arising from any and all claims by any third party,</p>

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including Users, in connection with the use and/or misuse of the Service.

Suspension of Service

5.28 BT and its licensors may suspend the Service without notice:

- (a) if BT and/or its licensors believes that the Customer's use of the Service represents a direct or indirect threat to BT or its licensor's network function or integrity or anyone else's use of the Service;
- (b) if reasonably necessary to prevent unauthorised access to Customer Data;
- (c) to the extent necessary to comply with legal requirements;
- (d) if BT and /or its licensors believes the Customer has breached the Customer's licence or the Contract; or
- (e) if the Customer's use exceeds any quotas specified for that Service.

Termination

5.29 Termination of the Contract or Service includes automatic termination of one or more User SLs as applicable.

5.30 On termination of the Contract or Service:

- (a) the Customer must stop using and/or accessing the Software; and
- (b) BT will delete the account and any data in the account.

Resale

5.31 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

Service Reviews

5.32 The Customer agrees to be contacted by BT and / or Microsoft and to participate in telephone interviews and complete any questionnaires or other documents in connection with provision of the Service.

Electronic Notices

5.33 BT may provide information about the Service in electronic form. It may be via email to the Primary Email address or through a web site that BT advises to the Customer.

Microsoft Cloud Agreement

5.34 The terms and conditions of the Microsoft Cloud Agreement apply to the provision of the Service and are incorporated in the Contract.

5.35 Service specific terms

Additional Service specific terms and conditions are included in the Appendix.

6. Definitions

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:

Admin User means the individual authorised by the Customer to be a contact point, and to manage configurable aspects of the Service including but not limited to management of Mailboxes.

Affiliate means any legal entity that owns, is owned by, or that is under common ownership with Microsoft. Ownership means control of more than a 50% interest.

Appendix means Appendix 1 to the Schedule which forms part of the Contract.

BT Helpdesk means the helpdesk facility provided by BT to handle enquiries and administration for the Service.

Charges Schedule means the Schedule to this Contract which contains details of the charges for the Service.

Customer Data means all data, including all text, sound, or image files and software that are provided to BT or its licensors (or both) by, or on behalf of the Customer through the Customer's use of the Service.

Domain Name means a name registered with an Internet registration authority for use

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as part of the Customer's email address.

Mailbox means the Users email account as provisioned by BT which will provide a User with the features associated with the Service.

Microsoft means the Microsoft Corporation.

Microsoft Cloud Agreement Means the agreement between the Customer and Microsoft, the latest version of which can be found at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2016Agr_EM_EA_ENG_Jul2016_CR_.pdf

Microsoft® Office 365 Small Business offered by BT means Microsoft® Office 365 Small Business offered by BT or Microsoft® Office 365 Business Essentials offered by BT, as selected by the Customer at the time of configuring the service.

Microsoft® Office 365 Small Business Premium offered by BT means Microsoft® Office 365 Small Business Premium offered by BT or Microsoft® Office 365 Business Premium offered by BT as selected by the Customer at the time of configuring the service.

Primary Email address means the first email address set up for the account.

Self Care means the web-based systems tool which is made available to the Admin User for the day to day running of the Service, and other Users to change passwords, as further detailed at. myoffice.bt.com

User means a User who has been assigned a User SL by the Customer.

User SL means a licence acquired by the Customer for a User who accesses the Service.

Appendix 1 for Microsoft® Office 365 Small Business offered by BT (also known as Microsoft® Office 365 Business Essentials) and Microsoft® Office 365 Small Business Premium offered by BT (also known as Microsoft® Office 365 Business Premium)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MICROSOFT® OFFICE 365 SMALL BUSINESS PREMIUM OFFERED BY BT.

1. Installation And Use Rights

1.1 A User may activate the software for local or remote use on up to five concurrent OSEs.

1.2 The User may also use the Software activated by another User under a different User SL.

1.3 Other users are allowed to remotely access the Service solely to provide support services.

2. Service And Software Upgrade

If the Software is upgraded, the Customer must install the upgrade on all devices using the Service.

3. Required Connection

Each User which has the Software must be connected to the Internet at least once every 30 days. Failure to comply with this requirement may result in the functionality of the Software being affected.

4. Subscription Validation

BT or its licensors may automatically check the version of Software installed on any device. Devices on which the Software is installed may periodically provide information to verify that the Software is properly licensed. The Customer accepts and agrees to the information being sent to BT or its licensors (or both). The information includes the Software version, Windows Live ID, product ID information, a machine ID, and the internet protocol address of the device. If the Software is not properly licensed, its functionality will be affected. Updates or upgrades for the Software may only be obtained from authorized sources.

5. Media Elements And Templates

5.1 Subject to paragraph 5.2 below, BT grants the Customer a licence to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the Software and the Office web apps in projects and documents,

5.2 The Customer must not:

(a) sell, licence or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements;

(b) grant any rights to further licence or distribute the media elements;

(c) licence or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with the Customer's product, entity or activity; or

(d) create obscene or scandalous works using the media elements.

Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

6. Font Components

The Customer may use the fonts installed by the Software or as part of a related service to display and print content. The Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

7. Office Home & Student 2013 RT Commercial Use

7.1 The User SL modifies the Customer's right to use the Software under a separately acquired Office Home & Student 2013 RT licence, by waiving the prohibition against commercial use of the Software. All other terms relating to Office Home & Student 2013 RT licence remain in full force.

7.2 A User may use Office Home & Student 2013 RT until the User SL for the Service is terminated.

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ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO BOTH MICROSOFT® OFFICE 365 SMALL BUSINESS OFFERED BY BT AND MICROSOFT® OFFICE 365 SMALL BUSINESS PREMIUM OFFERED BY BT.

1. Bing Maps

The Software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. The Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>

2. Notice of Automatic Updates to Previous Versions of SQL Server

If the Software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this Software will automatically update and replace certain files or features within those editions with files from this Software. This feature cannot be switched off. Removal of these files may cause errors and the original files may not be recoverable. By installing this Software on a server or device that is running such editions the Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

3. Data Transfer

3.1 The product contains one or more Software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>.

Microsoft provides services with products through these features. A feature may connect automatically and without notice being given.

3.2 The features use Internet protocols, which send to the appropriate systems computer information, such as the Customer's Internet protocol address, the type of operating system, browser and name and version of the Software being used by the Customer, and the language

code of the device where the Customer installed the Software.

3.3 Microsoft does not use the information to identify or contact the Customer. Microsoft uses this information to make services available to the Customer when the Customer is using the Software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve Microsoft software and services. Microsoft may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

3.4 By using these Software features, the Customer consents to the transmission of computer information, such as the Customer's Internet protocol address, the type of operating system, browser and name and version of the Software the Customer is using, and the language code of the device where the Customer runs the Software.

4. H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard

This Software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ANY USE OF THIS PRODUCT OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED

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MEDIA IS PROHIBITED WITHOUT A LICENSE FROM MPEG LA. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm>.

For clarification purposes, this notice does not limit or inhibit the use of the Software for normal business uses that are personal to that business which do not include (i) redistribution of the Software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

5. POTENTIALLY UNWANTED SOFTWARE

5.1 If turned on, Windows Defender will search the Customer's computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the Software will ask if the Customer wants to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless the Customer changes the default setting. Removing or disabling potentially unwanted software may result in other software on the Customer's computer ceasing to work or the Customer breaching a licence to use other software on the computer.

By using this Software, it is possible that the Customer will also remove or disable software that is not potentially unwanted software.

5.2 The Software will search the Customer's computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The Software will only remove or disable low to medium severity Potentially Unwanted Software if the Customer agrees. Removing or disabling this Potentially Unwanted Software may cause other software on the Customer's computer to stop working, and it may cause the Customer to breach a licence to use other software on the Customer's computer, if the other software installed this Potentially Unwanted Software on the Customer's computer as a condition of the Customer's use of the other software. The Customer should read the licence agreements for other software before authorising the removal of this Potentially Unwanted Software.

By using the Software, it is possible that the Customer or the system will also remove or disable software that is not Potentially Unwanted Software.

6. RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. The Customer agrees to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Service and/or the recording feature(s).

DEFINITIONS

In this Appendix the following term, in addition to those stated in clause 10 of the Conditions and paragraph 6 of the Schedule, has the meaning shown next to it:

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization Software or to provide hardware virtualization services is considered part of the Physical OSE.

Running Instance means an Instance of Software that is loaded into memory and for which one or more instructions have been executed. ("Run an Instance" of Software means loading it into memory and executing one or more of its instructions.) Once running, an Instance is considered to be running

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(whether or not its instructions continue to execute) until it is removed from memory.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.