



Lanmark CSP Terms of Service

VERSION 1.2



Document Control

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Introduction

These Cloud Solution Provider Terms of Service ("CSP Terms") set out the terms and conditions upon which Lanmark Limited ("Supplier" or "Lanmark") provide Microsoft Cloud services and licensing to the Customer (as identified in the Account Application Form) and are governed by the Master Services Agreement set out at lanmark.com/terms-of-business("MSA").

These CSP Terms, together with the MSA, the Account Application Form, the applicable Order Form(s), Quote, other applicable Additional Conditions and any other documents agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services by the Supplier.

Definitions and interpretation:

1. Except as defined in these CSP Terms, all capitalised terms used in these CSP Terms shall have the meaning given to them in the MSA.
2. The terms set out in these CSP Terms are in addition to and should be read in conjunction with the terms of the MSA.
3. In the event of a conflict, the provisions of these CSP Terms shall take precedence over the MSA.

Guidelines for Microsoft Azure and 365 CSP

When performing a change in consumption of software/solution/services please be aware that all assigned users must have a license. Where a new user is created, the service will not be made available until a license is made available. This can be done either by purchase of an additional license(s) or deletion of an existing user to make an active license available. Deleted users are placed into the recycle bin and remain until manual deletion or 30 days have passed since deletion but the license is made available to be reassigned. For deleted users, all user data will be removed except those files located in the SharePoint service. Where a deleted user is to be reactivated the above applies where an available license is required to be available. Delays will be experienced for users where licenses are required to be located prior to permitting access to the software/solution/services.

1. SPECIFIC TERMS OF SERVICE

- 1.1. Lanmark will provide the Managed Services based on the information provided by the Customer.
- 1.2. Software subscriptions included as part of the Managed Services will be post-billed monthly at Customers next scheduled invoice; any subsequent adjustments to such subscriptions (e.g. adding seats) in mid-billing cycle will be calculated and post-billed at the subsequent invoice.
- 1.3. All Microsoft Software subscriptions are for 12 months from date of purchase and will automatically renew for 12 months at the end of a subscription term. Renewal pricing will be based on the then-current pricing at renewal. If Customer chooses to not renew, Customer must notify Lanmark no less than 30 days prior to the date of renewal.
- 1.4. By opting to purchase Microsoft Cloud Services from Lanmark, the Customer agrees to pay for these Services using Direct Debit.

- 1.5. In the event of a settlement dispute between Lanmark and Customer, a case incident will be opened by Lanmark.
- 1.6. Upon resolution, a credit may be issued for the following month's invoice.
- 1.7. In addition to the terms and conditions set out in Lanmark's Master Services Agreement, the customer also agrees to the Microsoft Customer Agreement.

2. CSP QUOTE.

By placing an order to purchase the software/solution/services detailed here, you understand that doing so would constitute a commitment to purchase based on minimum initial quantities of consumption and contract duration. By placing that order, you will be able to start consuming the relevant software/solution/services in any quantity (subject to the minimum levels set out here) and there will be no limit set, whether on a procurement portal (if relevant) or otherwise.

3. INVOICING.

An invoice for all software/solution/services consumed will be issued retrospectively on a periodic basis (e.g. monthly/quarterly/annually, as set out here). By electing to purchase any or all software/solution/services set out in this document, you are consenting to pay Lanmark by Direct Debit on that periodic basis for all retrospective consumption of that software/solution/service. It is understood that the pricing initially provided is an estimate based on information provided by you the customer or assumptions mutually agreed between you the customer and Lanmark, but that when such software/solution/services are consumed you will be invoiced for the actual quantity and duration of that consumption (subject in each case to the minimum commitment in respect of both factors as set out here) according to their nature, and as such any reductions or increases in consumption will be payable as invoiced. It is also understood that additional consumption requests, where not tied to existing period commencement and duration timescales, may result in contract periods which are not concurrent, and do not have concurrent billing or termination periods.

3.1. Payment Schedule:

Direct Debit payments will be initiated on a monthly basis or as agreed upon in the Service Agreement. The Company will provide advance notice of any changes to the payment schedule or amount.

3.2. Insufficient Funds:

If there are insufficient funds in the Customer's account to cover the Direct Debit payment, the Customer may incur fees both from their bank and the Company. The Company reserves the right to suspend or terminate the Services if payments are not received in a timely manner.

3.3. Changes and Termination:

The Customer may change their Direct Debit details or terminate the Direct Debit arrangement by providing a minimum of 15 days written notice to the Company. If the Direct Debit arrangement is terminated, the Customer is obligated to provide an alternative method of payment for the Services.

4. TO NOTE.

Please ensure that short-term increases in consumption are cancelled or reduced when they are no longer required, as Lanmark cannot offer refunds for services which have not been used but for which cancellation has not been received in the required notice period. It should be noted that increases in consumption during a billing period may not be identified on the invoice relating to that period, due to our reporting taking place prior to the end of that period. In the event this occurs, payment for the first period of that consumption would be included with the invoice for the subsequent period.

5. Changes to Terms and Conditions:

The Company reserves the right to amend these Terms and Conditions at any time. Customers will be notified of any significant changes.

6. Acceptance:

By proceeding with the Microsoft Cloud Services and the associated payment method, the Customer agrees to these Terms and Conditions.