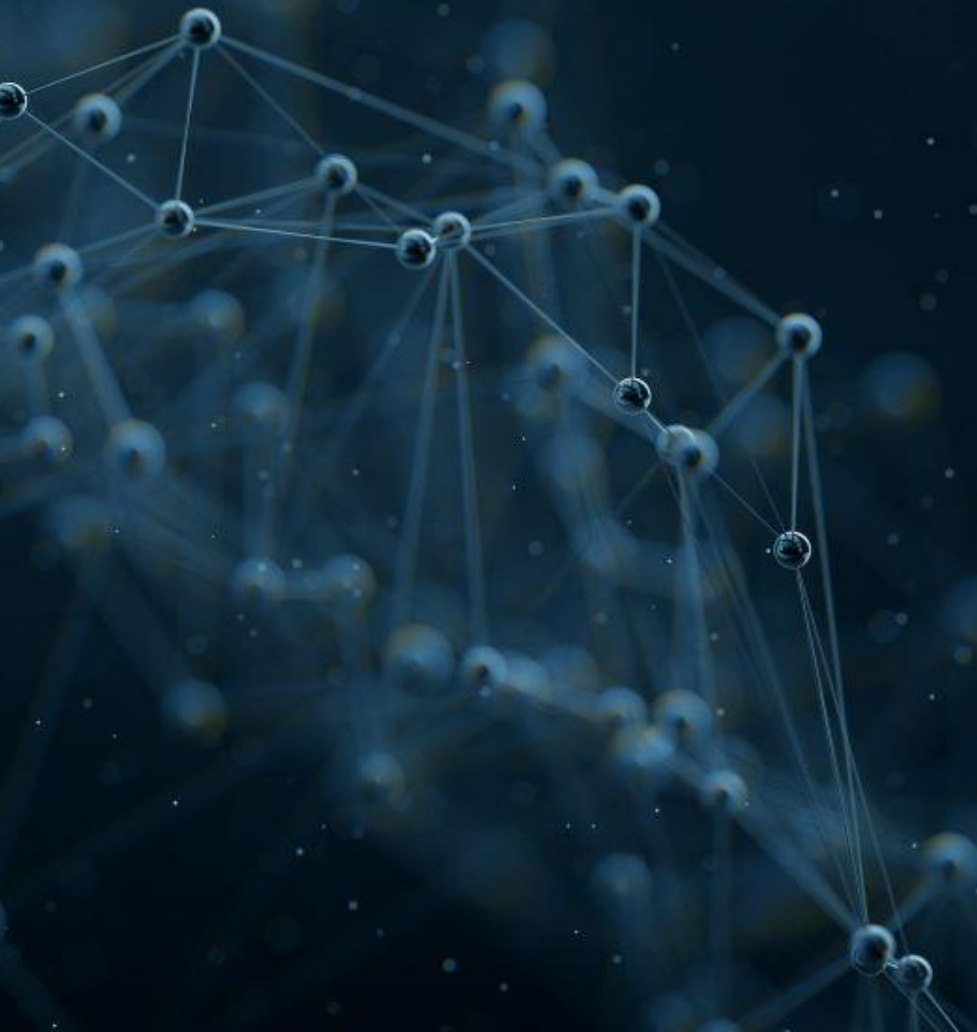


Lanmark CSP Terms of Service

VERSION 1.3



Document Control

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Introduction

These Cloud Solution Provider Terms of Service ("CSP Terms") set out the terms and conditions on which Lanmark Limited ("Lanmark", "we", "us" or "our") supplies Microsoft Cloud licences, subscriptions and related cloud services to the client identified in the Account Application Form ("the Client").

These CSP Terms are incorporated into and governed by the Lanmark Master Services Agreement available at <https://www.lanmark.com/terms-of-business> ("MSA"). Together with the MSA, the Account Application Form, the applicable Order Form(s), any Quote, any applicable Additional Conditions and any other document signed or accepted by the parties, these CSP Terms constitute the entire agreement between Lanmark and the Client for the supply of the Services (the "Agreement").

In the event of any conflict, the provisions of these CSP Terms prevail over the MSA in respect of the Services covered by these CSP Terms.

Definitions and interpretation

Capitalised terms not defined in these CSP Terms have the meaning given in the MSA. In addition, the following terms have the meanings set out below:

Azure Marketplace: the catalogue of third-party and Microsoft-published solutions that may be purchased and deployed within a Microsoft Azure environment.

Azure Plan: Microsoft's commerce offering for Azure consumption under the Cloud Solution Provider programme, priced in United States dollars and converted to local currency using the monthly Microsoft exchange rate.

GDAP Relationship: a Granular Delegated Admin Privileges relationship as described by Microsoft, permitting a partner to administer a customer tenant.

Independent Software Vendor or ISV: a third-party publisher of software made available in the Azure Marketplace.

Legacy Terms: the pre-2022 subscription-based purchasing model for Microsoft Online Services, referenced in Microsoft licensing guides as legacy Office 365 or Dynamics 365 subscriptions.

Managed Support Agreement: a separate paid agreement under which Lanmark provides managed IT support services to the Client, including but not limited to Lanmark's unlimited per-user support service, in addition to the baseline support set out in clause 4 of these CSP Terms.

New Commerce Experience or NCE: Microsoft's post-2022 subscription and commerce platform for seat-based offers including Microsoft 365, Office 365 and Dynamics 365.

Reserved Instance: an Azure compute or service reservation purchased for a committed term of 12 or 36 months in return for a lower usage price.

Service or Services: the Microsoft licences, subscriptions and cloud services supplied by Lanmark under these CSP Terms.

Other terms used in these CSP Terms shall be interpreted in accordance with the Microsoft Customer Agreement and Microsoft Product Terms, as amended from time to time.

Specific terms of service

1. Provision of services

- 1.1 Lanmark will provide the Services in reliance on the information supplied by the Client and the configuration of the Client's Microsoft tenant(s).
- 1.2 All Microsoft Software subscriptions are sold on a 12-month or 36-month committed term (as specified in the Order Form) and will automatically renew for an equivalent term at the then-current price unless the Client provides written notice of non-renewal at least 30 days before the renewal date.
- 1.3 Consumption-based Azure services are billed monthly in arrears in local currency, calculated from Microsoft's United States dollar rate sheet and the monthly Microsoft exchange rate.
- 1.4 The Client agrees to pay all invoices by Direct Debit unless alternative arrangements are agreed in writing. Direct Debit collections are initiated on or after the 14th calendar day of the month following the invoice date.
- 1.5 In the event of a bona fide dispute in relation to an invoice, the Client must notify Lanmark within 14 days of the invoice date. The parties shall cooperate in good faith to resolve the dispute. Any credit agreed will be applied to the next invoice.
- 1.6 The Client acknowledges and accepts the Microsoft Customer Agreement (currently available at <https://www.microsoft.com/licensing/docs/customeragreement>) and warrants that it will comply with that agreement and the Microsoft Product Terms at all times.

2. Service billing and contract term

2.1 Cloud platform: general

- 2.1.1 The billing frequency and initial term for each Service will be set out in the Order Form. Where a new Supported Product is added part-way through an existing term, Lanmark will use reasonable endeavours to align the expiry date with the existing term. Where alignment is not possible, a separate term will apply.

2.2 Microsoft Online Services (seat-based): Legacy Terms

- 2.2.1 Each legacy subscription (identified in the Lanmark Online Portal with the prefix "OFF") has a committed term of 12 months from the date of purchase.
- 2.2.2 The Client may increase or decrease quantities during the term, provided that at least one seat of each subscription is retained. Decreases take effect from the next monthly billing cycle.
- 2.2.3 Pricing is fixed for the 12-month term. Billing may be monthly in arrears or annually in advance, as specified in the Order Form.
- 2.2.4 Legacy subscriptions for Government, Education and Charity customers renew automatically. Legacy subscriptions for Corporate customers do not renew automatically and will terminate on the expiry date unless renewed.

2.3 Microsoft Online Services (seat-based): New Commerce Experience

- 2.3.1 NCE subscriptions (identified in the Lanmark Online Portal with the suffix "-NCE") may be purchased on a monthly-term or an annual-term basis.
- 2.3.2 Quantities may be increased at any time. Quantities may only be decreased or cancelled within the first 168 hours (seven days) after purchase or renewal.
- 2.3.3 Monthly-term subscriptions renew every 30 days. Annual-term subscriptions renew annually. All renewals occur at the then-current price unless the Client cancels the subscription before the renewal date.
- 2.3.4 Promotions displayed in the Lanmark Online Portal are subject to Microsoft eligibility rules. Published promotional prices override standard prices for the stated promotional period.
- 2.3.5 Where all eligible subscriptions are upgraded to a higher-tier subscription, no further action is required. Where only some subscriptions are upgraded, the Client must reassign the licences in the Microsoft Admin Center.

2.4 Microsoft Online Software Subscriptions (seat-based perpetual software)

- 2.4.1 Software Subscriptions are supplied on a 12-month or 36-month term, paid in advance for the entire term.
- 2.4.2 The Client may cancel within seven days of order placement or auto-renewal, subject to pro-rated charges for any usage.
- 2.4.3 Subscriptions auto-renew. It is the Client's responsibility to manage renewals and ensure continued compliance with Microsoft licensing requirements.

2.5 Microsoft Perpetual Software (licence only)

- 2.5.1 Perpetual software licences are supplied under the CSP Perpetual model and are non-cancellable 30 days after the order date.
- 2.5.2 Licence ownership is perpetual subject to payment in full. Software Assurance is not available under the CSP Perpetual model.

2.6 Microsoft usage-based services (Azure Plan)

- 2.6.1 There is no minimum term. Services run, and charges accrue, until resources are deleted, stopped or migrated.
- 2.6.2 Usage prices are calculated monthly in arrears at the Microsoft global United States dollar rate, converted to local currency using the Azure Plan exchange rate published by Microsoft.
- 2.6.3 Client Azure Marketplace purchases are charged at the publisher price displayed at the time of purchase.
- 2.6.4 Azure subscriptions created under the legacy Azure model may be transferred between CSP partners at no charge. Azure Plan subscriptions cannot currently be transferred and must be recreated.

2.6.5 An active GDAP Relationship is required for Lanmark to manage or cancel Azure resources on the Client's behalf.

2.7 Microsoft Reserved Instances

2.7.1 Reserved Instances may be purchased for terms of 12 or 36 months, paid either upfront or monthly.

2.7.2 Reserved Instances do not auto-renew. On expiry, resources will be billed at the standard Azure usage rate.

2.7.3 The Client may cancel a Reserved Instance, subject to Microsoft's cancellation charge of 12 percent of the outstanding value. Alternatively, a Reserved Instance may be exchanged for another reservation of equal or greater value with no cancellation charge.

2.8 Microsoft Azure Savings Plans

2.8.1 Azure Savings Plans are non-cancellable and non-refundable. Self-service purchase may be enabled on request but is not enabled by default.

3. Invoicing and payment

3.1 Lanmark issues invoices for all Services consumed during the preceding billing period in accordance with the billing cadence set out in the Order Form (monthly, quarterly or annually).

3.2 Where consumption data is not available at the time of invoice production (for example, where Microsoft usage data is delayed), the charges will appear on the next invoice.

3.3 The Client must ensure timely cancellation of any short-term increases in consumption.

3.4 If a Direct Debit collection fails due to insufficient funds, Lanmark reserves the right to charge an administration fee and to suspend Services until payment is received.

3.5 The Client may update Direct Debit details or propose an alternative payment method by giving at least 15 days' written notice to Lanmark. All alternative payment arrangements are subject to Lanmark's approval.

4. Support scope

4.1 Purpose of this clause

4.1.1 This clause sets out the level of support Lanmark provides to the Client in respect of Microsoft licences and subscriptions purchased under these CSP Terms. It applies to all Clients who purchase Services from Lanmark under these CSP Terms and who do not hold a separate Managed Support Agreement with Lanmark.

4.1.2 Where the Client holds a Managed Support Agreement with Lanmark, the support terms of that agreement apply in addition to, and where in conflict take precedence over, the support terms set out in this clause 4.

4.2 Core principle

- 4.2.1 Lanmark acts as the Client's first-line support provider and intermediary with Microsoft for the Services purchased under these CSP Terms. Lanmark's support obligations under this clause 4 are limited to the operation of the Microsoft platform and do not extend to the Client's use of the Microsoft applications or any other element of the Client's IT environment.
- 4.2.2 In summary, where the Microsoft platform itself is not functioning as Microsoft intends, Lanmark will assist. Where the question relates to how the Client uses an application, configures a feature, trains its users, or integrates with a third-party system, that is not within the scope of this baseline support and a Managed Support Agreement is required.

4.3 Included support (baseline)

Lanmark will provide reasonable assistance with the following matters in respect of Services purchased under these CSP Terms:

- accepting and logging support requests submitted through Lanmark's designated support channels;
- tenant access issues, including login failures and multi-factor authentication problems;
- basic user and licence management within the Client's tenant;
- password resets, where self-service password reset is unavailable to the Client;
- identification of confirmed Microsoft service outages affecting the Client's tenant;
- basic troubleshooting of Microsoft 365 services to determine whether the issue lies with the Microsoft platform;
- raising and managing support tickets with Microsoft on the Client's behalf, where escalation is required.

4.4 Excluded support

The following are not included in the baseline support set out in this clause 4 and are only available under a Managed Support Agreement or as a separately quoted professional service:

- end-user device support, including support for desktops, laptops, mobile devices, printers and peripherals;
- end-user training, "how-to" guidance, or assistance with the day-to-day use of Microsoft applications such as Outlook, Teams, Word, Excel, SharePoint or OneDrive;
- Microsoft 365 tenant configuration changes, including mailbox rules, distribution lists, conditional access policies, sharing policies, retention policies, data loss prevention rules and similar administrative tasks;
- user adds, moves, leavers, and associated mailbox or OneDrive handover activity;
- advanced configuration, security design, identity design, or architectural advice;

- data backup, recovery or restoration beyond the native capabilities of the Microsoft platform and within Microsoft's standard retention windows;
- integration with, or troubleshooting of, third-party applications, add-ins, line-of-business systems or non-Microsoft cloud services;
- proactive monitoring, optimisation, reporting or security posture review;
- security incident response, investigation or remediation;
- on-site attendance of any kind.

4.5 Service levels

- 4.5.1 Support under this clause 4 is provided on a best-efforts basis. No formal Service Level Agreement applies and no resolution times are guaranteed.
- 4.5.2 Lanmark will use reasonable endeavours to acknowledge support requests within one business day of receipt, to progress issues in a timely manner, and to escalate critical Microsoft service issues to Microsoft without undue delay.
- 4.5.3 Where the Client requires guaranteed response or resolution times, the Client must enter into a Managed Support Agreement.

4.6 Microsoft escalation

- 4.6.1 Where an issue cannot be resolved by Lanmark and falls within Microsoft's area of responsibility, Lanmark will raise a support request with Microsoft and act as the liaison between the Client and Microsoft for the duration of that ticket.
- 4.6.2 Lanmark will communicate material updates received from Microsoft to the Client when those updates become available. Lanmark has no control over Microsoft's response or resolution times.
- 4.6.3 In order for Lanmark to administer the Client's tenant or escalate effectively, the Client must maintain an active GDAP Relationship with Lanmark for the duration of the Services. Where the GDAP Relationship is removed, expires, or is not granted with sufficient permissions, Lanmark's ability to provide support may be limited or unavailable.

4.7 Support hours

- 4.7.1 Support under this clause 4 is provided during Lanmark's standard business hours, being 09:00 to 17:30 on business days in England and Wales, excluding public holidays.
- 4.7.2 There is no obligation on Lanmark to provide 24/7 support, out-of-hours response, or weekend cover under this clause 4. Such cover is available under a Managed Support Agreement.

4.8 Proactive services

- 4.8.1 No proactive services are included under this clause 4. Lanmark is not obligated to monitor tenant health, provide management reporting, review the Client's security posture, or recommend optimisations or improvements, except where such services have been separately agreed in writing.

4.9 Limitations

- 4.9.1 The Client acknowledges that the support provided under this clause 4 reflects a reseller-level support model, not a managed service. The depth and speed of support are limited and Microsoft may ultimately be required to resolve certain issues.
- 4.9.2 Where the Client requests assistance that falls outside the scope of this clause 4, Lanmark may, at its discretion, provide that assistance on a time-and-materials basis at Lanmark's then-current professional services rates, subject to a written quotation accepted by the Client in advance.

4.10 Optional upgrade path

- 4.10.1 Enhanced support, including guaranteed response times, end-user support, proactive monitoring, security services and out-of-hours cover, is available under Lanmark's separately quoted Managed Support Agreement, including its unlimited per-user support service. The Client should contact its Lanmark account manager for further information.

5. Fraud prevention and security

- 5.1 The Client is solely responsible for securing and monitoring its Microsoft tenant(s) and for preventing unauthorised or fraudulent activity. Lanmark does not monitor Client usage and accepts no liability for fraudulent or unauthorised access.
- 5.2 Lanmark strongly recommends that the Client implements the following controls as a minimum:
- enable multi-factor authentication for all privileged accounts;
 - monitor usage and spend regularly and set budget alerts;
 - restrict use of global administrator accounts and grant least-privilege access;
 - decommission redundant accounts promptly;
 - maintain an audit trail of administrative actions;
 - respond promptly to Lanmark security notifications.
- 5.3 Examples of prohibited or high-risk activity include crypto-mining, spamming, hacking, distributed denial-of-service attacks, malware distribution, and resale of unlicensed or pirated subscriptions.
- 5.4 The Client remains liable for all charges incurred as a result of fraudulent or unauthorised use of the Services.

6. Changes to terms and conditions

- 6.1 Lanmark may amend these CSP Terms by giving the Client at least 30 days' written notice, except where a change is required sooner to comply with Microsoft or legal requirements. The current version of the CSP Terms will be available at <https://www.lanmark.com/terms-of-business>.

7. Acceptance

- 7.1 By purchasing or continuing to use any Service, the Client agrees to be bound by the Agreement (including these CSP Terms) and warrants that all use of the Services will comply with the Microsoft Customer Agreement and Microsoft Product Terms.

Glossary

Annual-term subscription: a subscription under the New Commerce Experience with a 12-month committed term.

Azure Plan: Microsoft's commerce offering for Azure consumption, billed in local currency using the Microsoft monthly exchange rate.

Business hours: Lanmark's standard support hours, being 09:00 to 17:30 on business days in England and Wales, excluding public holidays.

GDAP Relationship: Granular Delegated Admin Privileges relationship enabling a partner to administer a customer tenant with the permissions granted by the customer.

Legacy subscription: a Microsoft Online Services subscription purchased before the introduction of the New Commerce Experience.

Managed Support Agreement: a separate paid agreement under which Lanmark provides managed IT support services to the Client, including but not limited to Lanmark's unlimited per-user support service.

Monthly-term subscription: a subscription under the New Commerce Experience with a 30-day committed term.

NCE: New Commerce Experience: Microsoft's seat-based commerce platform introduced in 2022.

Reserved Instance: a pre-paid Azure compute or service reservation purchased for a fixed term in return for a reduced usage rate.

SKU: stock keeping unit identifier used by Microsoft for individual subscription or licence types.