



Microsoft CSP Services

Service Schedule

June 2026 Edition

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Lanmark Limited

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Revision history

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15 June 2026	June 2026 Edition	First publication of the Lanmark Terms of Business suite (June 2026 Edition).

1. Purpose and scope

- 1.1** This Service Schedule sets out the service-specific terms on which Lanmark provides Microsoft CSP Services to the Client. It supplements, and is to be read with, the Lanmark Master Services Agreement (MSA) and the Order Form.
- 1.2** The Service is the resale by Lanmark, in its capacity as a Microsoft Direct Cloud Solution Provider, of Microsoft Cloud licences, subscriptions and consumption services to the Client, together with the baseline reseller-level support described at Clause 6 and the tenant administration described at Clause 3.9 (which depends on the Client granting Lanmark a Granular Delegated Admin Privileges (GDAP) relationship).
- 1.3** The Service does not include managed support of the Client's IT environment or of the Client's use of the Microsoft platform. Where the Client requires managed support, the Client subscribes to the IT Support Services Schedule. Where the Client requires Azure managed support, the Azure Management Services Schedule applies. Where the Client requires backup of Microsoft 365 data beyond the Microsoft platform's native capabilities, the Backup Services Schedule applies. Where the Client requires Microsoft Intune configuration to Cyber Essentials standards, the Cyber Compliance and Training Services Schedule applies. The Service Schedule for each of those Services governs separately.
- 1.4** Subject to Clause 1.3 of the MSA (order of precedence), this Schedule prevails over the MSA only in respect of the specific Service detail it covers and only where this Schedule explicitly states an override.

2. Definitions

The following definitions apply in this Schedule. Defined terms in the MSA have the meanings given to them in the MSA and are not redefined here.

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

Azure Plan means 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.

Business Day means any day other than a Saturday, Sunday or English bank holiday.

CSP-baseline Support means the baseline reseller-level support provided by Lanmark in respect of the Service, as described at Clause 6. CSP-baseline Support is distinct from, and materially narrower than, the managed support available under the IT Support Services Schedule.

GDAP Relationship means a Granular Delegated Admin Privileges relationship as described by Microsoft from time to time, permitting Lanmark to administer the Client's Microsoft tenant.

Lanmark Online Portal means the third-party-operated portal at cloud.lanmark.com through which the Client may view, purchase, manage and report on Microsoft subscriptions and consumption supplied under this Schedule. The current portal provider is identified in the published Sub-Processors List.

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

Microsoft Customer Agreement means Microsoft's published terms applicable to the Client's use of the Microsoft Cloud platform, currently available at microsoft.com/licensing/docs/customeragreement, as amended by Microsoft from time to time.

Microsoft Product Terms means Microsoft's published product-specific terms applicable to individual Microsoft products and services, as amended by Microsoft from time to time.

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

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

Service means in this Schedule, the Microsoft CSP Service as described in this Schedule (comprising the resale of Microsoft Cloud licences, subscriptions and consumption services through the CSP programme, the CSP-baseline Support, and the tenant administration delivered under the GDAP Relationship).

Support Hours means Monday to Friday, 9.00am to 5.30pm UK time, excluding English bank holidays. Support Hours apply to CSP-baseline Support. They are deliberately narrower than the support hours that apply under the IT Support Services Schedule, reflecting that CSP-baseline Support is reseller-level rather than managed.

Third Party Provider Terms means the terms published by each Third Party Provider from time to time, including the Microsoft Customer Agreement and Microsoft Product Terms in respect of

Microsoft, and the published terms of the Lanmark Online Portal provider in respect of the portal infrastructure.

3. Service description

3.1 Provision of services

- 3.1.1** Lanmark resells to the Client the full range of Microsoft Cloud licences, subscriptions and consumption services that are available to Lanmark, in its capacity as a Microsoft Direct Cloud Solution Provider, through the Microsoft CSP programme from time to time. The Service is not limited to the specific categories described in Clauses 3.2 to 3.8 below. Where Microsoft makes a new licence, subscription or consumption offering available through the CSP programme, the Client may purchase that offering from Lanmark under this Schedule where Lanmark makes that offering available to the Client through the Service, on the terms applicable to that offering. Lanmark may decline to supply, or may withdraw from supplying, any specific Microsoft offering where Lanmark, acting reasonably, considers that the offering is operationally or commercially unsuitable for the Service.
- 3.1.2** Lanmark provides the Service in reliance on the information supplied by the Client and the configuration of the Client's Microsoft tenant(s). All Services are subject to the Microsoft Customer Agreement and the Microsoft Product Terms applicable to the Client's tenant, which the Client acknowledges and accepts.

3.2 Microsoft Online Services: Legacy Terms

- 3.2.1** Each legacy subscription (identified in the Lanmark Online Portal with the prefix 'OFF') has a committed term of twelve (12) months from the date of purchase.
- 3.2.2** 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.
- 3.2.3** Pricing is fixed for the twelve (12) month term. Billing may be monthly in arrears or annually in advance, as specified in the Order Form.
- 3.2.4** 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.

3.3 Microsoft Online Services: New Commerce Experience

- 3.3.1** NCE subscriptions (identified in the Lanmark Online Portal with the suffix '-NCE') may be purchased on a monthly-term or an annual-term basis.
- 3.3.2** Quantities may be increased at any time. Quantities may only be decreased or cancelled within the first one hundred and sixty-eight (168) hours (seven (7) days) after purchase or renewal, in accordance with Microsoft's NCE rules. After that window, quantities and cancellations are subject to Microsoft's published NCE rules in force from time to time.
- 3.3.3** Monthly-term subscriptions renew every thirty (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.
- 3.3.4** Promotions displayed in the Lanmark Online Portal are subject to Microsoft eligibility rules. Published promotional prices override standard prices for the stated promotional period.

- 3.3.5** 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.

3.4 Microsoft Software Subscriptions

- 3.4.1** Software Subscriptions are supplied on a twelve (12) month or thirty-six (36) month term, paid in advance for the entire term.
- 3.4.2** The Client may cancel within seven (7) days of order placement or auto-renewal, subject to pro-rated charges for any usage.
- 3.4.3** Subscriptions auto-renew at the then-current price. It is the Client's responsibility to manage renewals and to ensure continued compliance with Microsoft licensing requirements.

3.5 Microsoft Perpetual Software (licence only)

- 3.5.1** Perpetual software licences are supplied under the CSP Perpetual model. The Client may cancel a perpetual software purchase within thirty (30) calendar days of the purchase date, subject to Microsoft's cancellation and refund rules in force from time to time. After that thirty (30) calendar day period, perpetual software purchases cannot be cancelled.
- 3.5.2** Licence ownership is perpetual subject to payment in full. Software Assurance is not available under the CSP Perpetual model.

3.6 Microsoft usage-based services (Azure Plan)

- 3.6.1** There is no minimum term. Services run, and charges accrue, until resources are deleted, stopped or migrated.
- 3.6.2** 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.
- 3.6.3** Client Azure Marketplace purchases are charged at the publisher price displayed at the time of purchase.
- 3.6.4** Azure subscriptions created under the legacy Azure model may be transferred between CSP partners at no charge. Azure Plan subscriptions cannot be transferred and must be recreated, unless Microsoft permits otherwise.
- 3.6.5** An active GDAP Relationship is required for Lanmark to manage or cancel Azure resources on the Client's behalf.

3.7 Microsoft Reserved Instances

- 3.7.1** Reserved Instances may be purchased for terms of twelve (12) or thirty-six (36) months, paid either upfront or monthly.
- 3.7.2** Reserved Instances do not auto-renew. On expiry, resources will be billed at the standard Azure usage rate.
- 3.7.3** The Client may cancel a Reserved Instance, subject to Microsoft's cancellation charge of twelve percent (12%) of the outstanding value. Alternatively, a Reserved Instance may be exchanged for another reservation of equal or greater value with no cancellation charge.

3.8 Microsoft Azure Savings Plans

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

3.9 GDAP Relationship and tenant administration

3.9.1 The Service is delivered through the Client's Microsoft tenant. To enable Lanmark to provision, manage, administer, monitor and (where applicable) cancel subscriptions and resources on the Client's behalf, the Client will grant Lanmark a GDAP Relationship with the permissions reasonably required for the Service.

3.9.2 Where the GDAP Relationship is removed, expires, or is not granted with sufficient permissions, Lanmark's ability to provide the Service and CSP-baseline Support may be limited, suspended or unavailable. Lanmark is not liable for any consequence arising from a lack of, or insufficient, GDAP Relationship to the extent that the lack or insufficiency arises from the Client's failure to grant, approve, maintain or restore the required GDAP permissions after Lanmark has reasonably requested them, or from Microsoft's GDAP mechanisms operating outside Lanmark's reasonable control.

4. In scope and out of scope

4.1 In scope

The Service includes:

- (a) resale of Microsoft Cloud licences, subscriptions and consumption services available through the CSP programme (Clause 3);
- (b) GDAP-based tenant administration and provisioning required to deliver the Service (Clause 3.9);
- (c) billing, invoicing and Direct Debit collection for the Service in accordance with Clause 13;
- (d) CSP-baseline Support as detailed at Clause 6, namely reseller-level support during Support Hours that is limited to operation of the Microsoft platform and the Lanmark Online Portal;
- (e) access to the Lanmark Online Portal at cloud.lanmark.com for subscription self-management and reporting;
- (f) raising and managing Microsoft support tickets on the Client's behalf where escalation to Microsoft is required.

4.2 Out of scope

The following are out of scope of the Service and are not provided as part of the Service Fees. Where any of the following is required, it is provided (where Lanmark is able to provide it) as separately-quoted work or under a separate Service Schedule:

- (a) managed support of the Client's IT environment, including end-user device support, user adds and moves, mailbox configuration changes, conditional access policy management, identity design, tenant hardening, security incident response, monitoring, reporting, optimisation, training, on-site attendance and out-of-hours response (covered by the IT Support Services Schedule);
- (b) Azure managed support, including any tier of Azure support beyond CSP-baseline Support, monitoring, optimisation or architecture work (covered by the Azure Management Services Schedule);
- (c) Microsoft 365 backup of mailboxes, SharePoint, OneDrive or Teams data beyond the Microsoft platform's native capabilities and Microsoft's standard retention windows (covered by the Backup Services Schedule);
- (d) Microsoft Intune configuration to align the Client's environment with the Cyber Essentials technical controls (covered by the Cyber Compliance and Training Services Schedule);
- (e) managed cyber security monitoring of the Client's Microsoft 365 tenant, including identity threat detection and response (covered by the Managed Cyber Security Services Schedule);
- (f) vulnerability assessment or penetration testing of the Client's Microsoft tenant or its assets (covered by the Cyber Assessments Services Schedule);

- (g) anything that requires Lanmark to access, configure or administer the Client's tenant in a way that goes beyond the GDAP permissions in place from time to time;
- (h) any product or service made available through the Microsoft platform that is not purchased through Lanmark under this Schedule (for example, a Microsoft licence the Client purchases directly from Microsoft or through another reseller);
- (i) anything stated as out of scope in the Order Form.

5. Service Levels

5.1 CSP-baseline Support standard

- 5.1.1** CSP-baseline Support is provided on a best-efforts basis. No formal Service Level Agreement applies and no fixed resolution times are guaranteed. The Client acknowledges that CSP-baseline Support reflects a reseller-level support model, not a managed service.
- 5.1.2** Lanmark will use reasonable endeavours to acknowledge CSP-baseline Support requests within one (1) Business Day of receipt during Support Hours, to progress issues in a timely manner, and to escalate critical Microsoft platform issues to Microsoft without undue delay.
- 5.1.3** Where the Client requires guaranteed response or resolution times for any matter relating to the Microsoft platform or to the Client's use of it, the Client must subscribe to the IT Support Services Schedule under which agreed Service Levels apply, or to the Azure Management Services Schedule where the requirement relates to Azure managed support, monitoring, optimisation or architecture work.

5.2 Microsoft platform standard

- 5.2.1** The operation of the Microsoft platform itself (availability, performance, security, feature roadmap, customer support) is the responsibility of Microsoft under the Microsoft Customer Agreement and the Microsoft Product Terms, as amended by Microsoft from time to time. The applicable operating standards, service level commitments, scheme rules and support processes for the Microsoft platform are as published by Microsoft from time to time.
- 5.2.2** Lanmark does not commit to operating standards or service level commitments for the Microsoft platform that are different from, or more onerous than, those published by Microsoft. Where Microsoft fails to meet a published service level commitment, the Client's remedies are limited to the remedies available under the Microsoft Customer Agreement and the Microsoft Product Terms, and Lanmark's obligation and liability in respect of that failure is limited to using reasonable endeavours to pass through, or assist the Client in pursuing, those remedies where Lanmark is able to do so through the Microsoft CSP programme. This Clause 5.2.2 is a Service-specific application of Clauses 11.2 and 17.4 of the MSA.

5.3 Service Level measurement and exclusions

- 5.3.1** Lanmark's records of CSP-baseline Support activity (held in the Service Tooling and in the Lanmark Online Portal) are the authoritative record of Lanmark Service Level performance, save in the case of manifest error. Microsoft's records of Microsoft platform availability and support activity are the authoritative record of Microsoft service performance.
- 5.3.2** Time spent waiting for Client action (including delay in providing tenant access, delay in granting or maintaining the GDAP Relationship, delay in confirming licence or subscription requirements, delay in responding to escalation, or any other Client-controlled matter) does not count towards any applicable Service Level.
- 5.3.3** The Service Levels at this Clause 5 are service management targets. They do not give rise to service credits, fee reductions, repayment of Fees or any similar monetary remedy. Where Lanmark fails to meet the best-efforts CSP-baseline Support standard, the Client's remedy is service review and escalation through the IT Support Services Schedule (where the Client

subscribes to it in parallel) or through Lanmark's commercial contact for the engagement. Where the Client requires a stronger remedy, the Client must subscribe to the IT Support Services Schedule. Subject to Clause 18 of the MSA, this Clause 5.3.3 states the Client's full and exclusive remedy, and Lanmark's only obligation and liability, for non-performance or non-availability of the Service Levels at this Clause 5.

6. Operational arrangements

6.1 CSP-baseline Support: core principle

- 6.1.1** Lanmark acts as the Client's first-line support provider and intermediary with Microsoft for the Services purchased under this Schedule. Lanmark's CSP-baseline Support obligations 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.
- 6.1.2** 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 CSP-baseline Support and the IT Support Services Schedule applies.

6.2 CSP-baseline Support: included activity

CSP-baseline Support includes reasonable assistance with the following matters in respect of Services purchased under this Schedule. Items (b) and (d) below are limited to issues required to access or administer Services purchased under this Schedule, or to issues that Lanmark reasonably considers to be Microsoft platform or reseller-level issues rather than general end-user support issues:

- (a) accepting and logging support requests submitted through Lanmark's designated support channels;
- (b) tenant access issues, including login failures and multi-factor authentication problems on the Microsoft platform, where the issue affects access to or administration of Services purchased under this Schedule;
- (c) basic user and licence management within the Client's tenant (limited to assignment, unassignment, and quantity changes of subscriptions purchased through Lanmark);
- (d) password resets, where self-service password reset is unavailable to the Client and the reset is required to access or administer Services purchased under this Schedule;
- (e) identification of confirmed Microsoft service outages affecting the Client's tenant;
- (f) basic troubleshooting of Microsoft platform services to determine whether the issue lies with the Microsoft platform;
- (g) raising and managing support tickets with Microsoft on the Client's behalf, where escalation is required.

6.3 CSP-baseline Support: excluded activity

The following are not included in CSP-baseline Support and are only available under the IT Support Services Schedule or as separately-quoted professional services:

- (a) end-user device support, including support for desktops, laptops, mobile devices, printers and peripherals;
- (b) 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;

- (c) 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;
- (d) user adds, moves, leavers, and associated mailbox or OneDrive handover activity;
- (e) advanced configuration, security design, identity design, or architectural advice;
- (f) data backup, recovery or restoration beyond the native capabilities of the Microsoft platform and within Microsoft's standard retention windows;
- (g) integration with, or troubleshooting of, third-party applications, add-ins, line-of-business systems or non-Microsoft cloud services;
- (h) proactive monitoring, optimisation, reporting or security posture review;
- (i) security incident response, investigation or remediation;
- (j) on-site attendance of any kind.

6.4 Support channels and hours

- 6.4.1** CSP-baseline Support is accessed through Lanmark's designated support channels (the Service Tooling, the published service desk email address and the published service desk telephone number). Requests submitted through channels other than these may be redirected to the proper channel, but acknowledgement times do not run until the request is logged in the Service Tooling.
- 6.4.2** CSP-baseline Support is provided during Support Hours (Monday to Friday, 9.00am to 5.30pm UK time, excluding English bank holidays). Lanmark is not obliged to provide 24x7 support, out-of-hours response, or weekend cover under this Schedule. Where the Client requires 24x7 or out-of-hours support, the Client must subscribe to the IT Support Services Schedule.

6.5 Microsoft escalation

- 6.5.1** Where a CSP-baseline Support 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.
- 6.5.2** 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.

6.6 Proactive services

- 6.6.1** No proactive services are included under CSP-baseline Support. Lanmark is not obliged 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 (typically under the IT Support Services Schedule, the Managed Cyber Security Services Schedule or the Azure Management Services Schedule).

6.7 Out-of-scope assistance at Lanmark's discretion

6.7.1 Where the Client requests assistance that falls outside CSP-baseline Support, Lanmark may, at its reasonable discretion, provide that assistance on a time-and-materials basis at Lanmark's then-current published rate card, subject to the Client's prior written acceptance of a quotation.

7. Client responsibilities

To enable Lanmark to deliver the Service, the Client will:

- (a) acknowledge and accept the Microsoft Customer Agreement and the Microsoft Product Terms applicable to the Client's tenant, and warrant that the Client will comply with those terms at all times;
- (b) grant and maintain an active GDAP Relationship with Lanmark with the permissions reasonably required for the Service for the duration of the engagement;
- (c) provide accurate and complete information about the Client's tenant, licensing position, user population and configuration as Lanmark reasonably requires;
- (d) ensure that the Client's tenant is secured and monitored, including (without limitation) implementing multi-factor authentication for all privileged accounts, restricting global administrator access, monitoring usage and spend, setting budget alerts on Azure consumption, decommissioning redundant accounts promptly, and maintaining an audit trail of administrative actions;
- (e) respond promptly to Lanmark security notifications and to Lanmark requests for information, approval or scheduling in connection with the Service;
- (f) promptly notify Lanmark of any material change that may affect the Service or the Lanmark Online Portal configuration, including changes to authorised contacts, billing arrangements or material changes in subscription requirements;
- (g) manage timely cancellation of any short-term increases in Azure consumption, and reduce or remove resources that are no longer required;
- (h) manage renewals of subscriptions and reservations through the Lanmark Online Portal or by giving Lanmark timely written notice of non-renewal, in accordance with Clause 3 and the applicable Microsoft scheme rules;
- (i) not use, and not permit Authorised Users to use, the Services for prohibited or high-risk activity, including (without limitation) crypto-mining, spamming, hacking, distributed denial-of-service attacks, malware distribution and resale of unlicensed or pirated subscriptions;
- (j) pay all charges incurred under the Service, including charges arising from fraudulent or unauthorised use through the Client's tenant or by the Client's Authorised Users, in accordance with Clause 13 and Clause 8, except to the extent caused by Lanmark's gross negligence, wilful misconduct, breach of a non-excludable obligation, or Lanmark's unauthorised use of the Client's tenant.

Where the Client does not meet a responsibility under this Clause 7, and that failure causes or materially contributes to a delay in the Service, a failure of the Service, a Service-related Client loss, or a third-party claim, Lanmark is not liable for the consequent loss or damage, and the Client's indemnity at Clause 8 applies to the extent set out in Clause 8.

8. Indemnification

- 8.1** The Client will indemnify Lanmark against any third-party claim made against Lanmark (including regulatory action by any regulator or supervisory authority, and including claims by employees, customers, counterparties of the Client, and by Microsoft) and against Lanmark's reasonable costs and expenses (including reasonable legal fees) incurred in connection with such third-party claim or regulatory action, where the claim or action arises out of or in connection with:
- (a) the Client's breach of any obligation under this Schedule, the MSA, the Microsoft Customer Agreement, the Microsoft Product Terms or the Third Party Provider Terms;
 - (b) fraudulent, unauthorised or prohibited use of the Services through the Client's tenant or by the Client's Authorised Users, including (without limitation) crypto-mining, spamming, hacking, distributed denial-of-service attacks, malware distribution and resale of unlicensed or pirated subscriptions;
 - (c) the Client's failure to secure the tenant, maintain the GDAP Relationship at the agreed permissions, or implement reasonable tenant security controls (including the controls listed at Clause 7(d)), where that failure contributes to unauthorised access or unauthorised use of the Services;
 - (d) the Client's provision of inaccurate, incomplete or misleading information about the Client's tenant, licensing position, user population or configuration;
 - (e) the Client's failure to manage Azure consumption (including failure to cancel short-term increases or to remove resources no longer required) in accordance with Clause 7, except to the extent Lanmark has expressly agreed to manage the relevant Azure resources under the Azure Management Services Schedule or another Order Form and the loss is caused by Lanmark's breach of that agreed management obligation.
- 8.2** The indemnity at Clause 8.1 does not apply to the extent that the matter giving rise to the third-party claim or regulatory action is caused by the gross negligence or wilful misconduct of Lanmark, or by Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. For the avoidance of doubt, the indemnity is given without prejudice to, and does not narrow, the non-excludable carve-outs at Clause 18.1 of the MSA.
- 8.3** The Client's indemnity at this Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA (including the per-Service per-Contract Year cap at Clause 18.2 and the exclusions at Clause 18.3 of the MSA). Clause 18.2.2 of the MSA applies.
- 8.4** Lanmark will give the Client prompt written notice of any third-party claim or regulatory action that may give rise to an indemnity under Clause 8.1, and will not settle or admit liability without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). The Client may take conduct of the defence at the Client's cost where Lanmark gives its prior written approval, such approval not to be unreasonably withheld. Lanmark may refuse approval where, in Lanmark's reasonable opinion, the claim or regulatory action concerns Lanmark's own legal, regulatory, confidentiality or reputational interests, including (without limitation) any matter involving Lanmark's confidential information, the Microsoft platform, Lanmark's Microsoft CSP partner relationship, other clients of Lanmark, or any direct

investigation of Lanmark by a regulator or other authority. Where Lanmark refuses approval, Lanmark will assume conduct of the defence and will keep the Client reasonably informed.

8.5 Charges for fraudulent or unauthorised use

8.5.1 Without limiting Clause 8.1, the Client remains liable to Lanmark for all charges incurred under the Service as a result of fraudulent or unauthorised use of the Services through the Client's tenant or by the Client's Authorised Users, including any Azure consumption charges, NCE subscription charges or other Microsoft charges that Microsoft passes through to Lanmark, except to the extent caused by Lanmark's gross negligence, wilful misconduct, breach of a non-excludable obligation, or Lanmark's unauthorised use of the Client's tenant. Lanmark does not monitor Client usage and accepts no liability for fraudulent or unauthorised access save to the extent of the carve-back in the preceding sentence and subject to Clause 18 of the MSA. Where the Client wishes to put in place monitoring and alerting beyond Microsoft's native capabilities, the Client should subscribe to the Managed Cyber Security Services Schedule.

9. Disclaimers and no guarantee of platform

- 9.1** The Service is the resale of Microsoft Cloud licences, subscriptions and consumption services, plus the CSP-baseline Support described in this Schedule. The Service does not include any commitment by Lanmark in respect of the Microsoft platform itself, which remains Microsoft's responsibility under the Microsoft Customer Agreement and the Microsoft Product Terms. In particular, and without limitation, Lanmark does not warrant or guarantee that:
- (a) the Microsoft platform will be available, error-free, secure or fit for the Client's particular purpose;
 - (b) the Microsoft platform will operate without interruption, change in feature set or downtime;
 - (c) Microsoft will not change its commercial terms, pricing, scheme rules, cancellation rules or operating processes from time to time;
 - (d) the Client will not suffer any cyber-related loss, data loss, regulatory exposure or business interruption arising from use of the Microsoft platform;
 - (e) any specific Microsoft licence, subscription or consumption service will continue to be available through the CSP programme.
- 9.2** The Microsoft platform, the Microsoft Customer Agreement, the Microsoft Product Terms and Microsoft's commercial and operating processes are governed by Microsoft. Lanmark does not give any separate warranties (express, implied or statutory) in respect of the Microsoft platform, save to the extent that any such warranty cannot be excluded under applicable law. This Clause 9.2 does not exclude any warranty or other obligation that cannot be excluded under applicable law, and does not affect Lanmark's own obligation to operate the resale, billing, GDAP-based administration and CSP-baseline Support in accordance with the MSA and this Schedule.
- 9.3** The Lanmark Online Portal is operated by a Third Party Provider. Lanmark does not warrant the availability, accuracy or specific functionality of the Lanmark Online Portal save to the extent that any such warranty cannot be excluded under applicable law. Where the operation or availability of the Lanmark Online Portal materially affects the Client's ability to view, manage or report on Services purchased under this Schedule, Lanmark will use reasonable endeavours to restore access to the Lanmark Online Portal or to provide an alternative route for subscription management while the portal is unavailable.
- 9.4** Subject to Clause 18 of the MSA, Lanmark is not liable for any cyber-related loss, data loss, regulatory exposure, business interruption, fraudulent or unauthorised use, or other Client loss that arises in connection with the Microsoft platform, the Client's use of the Microsoft platform, or the Client's failure to comply with Clauses 7 and 8 of this Schedule, except to the extent caused by Lanmark's gross negligence, wilful misconduct, breach of a non-excludable obligation, Lanmark's unauthorised use of the Client's tenant, or Lanmark's breach of an express obligation under this Schedule. The Service is the resale of a Microsoft platform that the Client uses; it does not transfer the Client's residual operational risk in that platform to Lanmark.

10. Data protection particulars

This Clause 10 supplements Clause 13 (Data protection) of the MSA and sets out the Article 28 processing particulars for the Service. Defined terms in Clause 13 of the MSA apply in this Clause.

Article 28 particular	Value for the Microsoft CSP Service
Subject matter of the processing	Provision of the Microsoft CSP Service, comprising the resale of Microsoft Cloud licences, subscriptions and consumption services, the operation of the Lanmark Online Portal for subscription management and billing, the GDAP-based administration of the Client's Microsoft tenant by Lanmark, and the CSP-baseline Support.
Duration of the processing	For the duration of the Service, plus reasonable retention periods for billing records, audit, dispute resolution and regulatory purposes. Lanmark-held records are governed by Lanmark's Data Protection and Retention Policy. The Lanmark Online Portal provider retains records in accordance with the Third Party Provider Terms. Microsoft retains records relating to the Microsoft platform in accordance with the Microsoft Customer Agreement and the Microsoft Product Terms, under the Client's direct relationship with Microsoft.
Nature and purpose of the processing	Collection, organisation, storage, retrieval, use, transmission and (where applicable) deletion of Personal Data for the purpose of provisioning Microsoft licences, administering the Client's tenant under the GDAP Relationship, generating invoices and billing the Client, providing CSP-baseline Support, escalating support requests to Microsoft, and reporting on the Client's Microsoft subscriptions and consumption.
Types of Personal Data	Authorised User identification data (name, role, email address, work telephone, sign-in identifiers); tenant administration data (administrative actions taken by Lanmark or by Authorised Users under the GDAP Relationship); subscription assignment data (who is assigned which licence); billing and consumption data (usage attributable to identified Authorised Users for cost allocation, where the Client has chosen to attribute consumption to users); support ticket and escalation data (support ticket descriptions, screenshots, log extracts, user identifiers and similar information captured during CSP-baseline Support and during escalation to Microsoft); nominated Client contact details for the Service.
Categories of data subject	Authorised Users of the Client; Client employees and contractors whose Personal Data appears in the tenant or subscription data; the Client's nominated CSP contact and billing contact.
Documented instructions for processing	Set out in the MSA, this Schedule, the Order Form, the Lanmark service documentation produced during onboarding, and any further written instructions the Client gives Lanmark from time to time. The Microsoft Customer Agreement and the Microsoft Product Terms govern Microsoft's processing of Personal Data on the Microsoft platform; the Client's instructions to Lanmark in respect of the GDAP-administration work remain governed by the MSA and the Data Protection Legislation.

The Service is not designed for the routine processing of special category Personal Data or criminal offence data. Where the Client expects either category to feature in the in-scope tenant or

subscription data beyond incidental processing, the Client will inform Lanmark before the GDAP Relationship is established so that appropriate technical and organisational measures can be confirmed.

Where Lanmark escalates a support request to Microsoft under Clauses 6.2(g) and 6.5, the Client authorises Lanmark to disclose to Microsoft, for the purpose of that escalation, the support ticket and escalation data reasonably required to progress the matter. Microsoft processes that data under the Microsoft Customer Agreement, the Microsoft Product Terms and Microsoft's published support terms applicable to the Client's tenant. This authorisation does not make Microsoft a Lanmark Sub-Processor for the Service.

11. Sub-Processors used in delivering this Service

Lanmark uses Sub-Processors to deliver the Service in accordance with Clauses 13.5 to 13.7 of the MSA. The categories of Sub-Processor used in delivering this Service are:

Category	Role in this Service
Lanmark Online Portal provider	Provision of the cloud.lanmark.com portal used by the Client and by Lanmark for subscription provisioning, subscription self-management, reporting, billing data flow and connection to the Microsoft Partner Center.
Service Tooling provider	Provision of the Lanmark service management system used for Client-side engagement, CSP-baseline Support ticketing and Lanmark reporting.

The current Sub-Processor in each category is identified in the live Sub-Processors List published at lanmark.com/terms-of-business. The Sub-Processors List is the authoritative source for the identification of current Sub-Processors, the location of processing and any applicable international transfer mechanism.

Microsoft and the Microsoft Customer Agreement

Microsoft Corporation is not a Lanmark Sub-Processor for this Service. Under the Microsoft Cloud Solution Provider programme, the Client accepts and is bound by the Microsoft Customer Agreement and the Microsoft Product Terms applicable to the Client's tenant directly. Microsoft's processing of Personal Data on the Microsoft platform is governed by the Microsoft Customer Agreement (and Microsoft's data processing terms thereunder) between the Client and Microsoft, not between Lanmark and Microsoft. Lanmark's GDAP-based administration of the Client's tenant is processor activity carried out by Lanmark under the MSA and this Schedule; it does not make Microsoft a Lanmark Sub-Processor.

12. Relationship with Microsoft and other Third Party Providers

- 12.1** The Microsoft platform itself, including the Microsoft Cloud licences, subscriptions and consumption services that are the subject of the Service, is provided by Microsoft to the Client under the Microsoft Customer Agreement and the Microsoft Product Terms. Lanmark is Microsoft's authorised reseller for the Service through the CSP programme and the Client's first-line support intermediary, but is not a party to the Microsoft Customer Agreement.
- 12.2** The Service is therefore subject to:
- (a) the Microsoft Customer Agreement and the Microsoft Product Terms applicable to the Client's tenant, as amended by Microsoft from time to time;
 - (b) the Microsoft CSP programme rules, NCE rules, Azure Plan rules, cancellation rules, exchange rate mechanisms and commercial terms in force from time to time;
 - (c) the operational availability of the Microsoft platform, the Lanmark Online Portal and the Service Tooling.
- 12.3** Clause 17 of the MSA (Third Party Providers) applies to the Service. In particular, Clause 17.4 of the MSA confirms that Lanmark is not liable for any act or omission of Microsoft or any other Third Party Provider, including any failure of the Microsoft platform or the Lanmark Online Portal to meet a published standard or to perform as described in the Third Party Provider's documentation.
- 12.4** Microsoft changes its commercial terms, scheme rules, cancellation windows, NCE rules and pricing from time to time. Lanmark passes those changes through to the Client in accordance with Clause 7.10 of the MSA (Third Party Provider pass-through). Lanmark does not add additional margin at the point of a Microsoft price change; Microsoft pricing changes flow through at the change rate Microsoft applies. The Client's commercial position in respect of those changes is governed by the Microsoft Customer Agreement and the Microsoft Product Terms.

13. Service-specific commercial terms

13.1 Billing and invoicing

- 13.1.1** Lanmark issues invoices for all Microsoft CSP Services consumed during the preceding billing period in accordance with the billing cadence set out in the Order Form (monthly, quarterly or annually). Where consumption data is not available at the time of invoice production (for example, where Microsoft usage data is delayed), the affected charges will appear on the next invoice.
- 13.1.2** In the event of a bona fide dispute in relation to an invoice, the Client must notify Lanmark within fourteen (14) days of the invoice date. The parties will cooperate in good faith to resolve the dispute. Any credit agreed will be applied to the next invoice.

13.2 Payment by Direct Debit

- 13.2.1** The Client agrees to pay all invoices by Direct Debit unless alternative arrangements are agreed in writing by Lanmark. The Direct Debit requirement under this Schedule is consistent with the MSA Direct Debit requirement for recurring and consumption-based Services. Direct Debit collections are initiated on or after the fourteenth (14th) calendar day of the month following the invoice date.
- 13.2.2** If a Direct Debit collection fails due to insufficient funds, Lanmark may charge an administration fee at Lanmark's published rate and may suspend Services in accordance with the MSA until payment is received.
- 13.2.3** The Client may update Direct Debit details or propose an alternative payment method by giving at least fifteen (15) days' written notice to Lanmark. All alternative payment arrangements are subject to Lanmark's approval.

13.3 Microsoft pricing pass-through

- 13.3.1** Microsoft's pricing for the licences, subscriptions and consumption services that comprise the Service is set by Microsoft from time to time. Where Microsoft changes its pricing, exchange rates, NCE rules, scheme rules or commercial terms in a way that affects the cost to Lanmark of supplying the Service, Lanmark may pass those changes through to the Client at the change rate Microsoft applies, in accordance with Clause 7.10 of the MSA.
- 13.3.2** Lanmark's resale margin is included in the published Service Fees and is not separately adjusted at the point of a Microsoft pass-through change. Where Lanmark's own delivery cost base changes for reasons that are not a Microsoft pass-through, those changes are governed by Clauses 7.9 and 7.11 of the MSA (annual RPI increase and discretionary increase for specific scenarios).

14. Explicit overrides of the Master Services Agreement

Clause 1.3 of the MSA provides that a Service Schedule prevails over the MSA only in respect of specific service detail and only where the Service Schedule explicitly states an override. The following provisions of this Schedule are explicit overrides of the MSA for the Microsoft CSP Service:

- (a) Clauses 5.1, 5.2 and 5.3.3 of this Schedule set the Service-specific Service Level position: CSP-baseline Support is provided on a best-efforts basis with no formal Service Level Agreement; the operation of the Microsoft platform is Microsoft's responsibility under the Microsoft Customer Agreement, and Lanmark passes through and does not commit to operating standards more onerous than Microsoft's; where Microsoft fails to meet a published service level commitment, Lanmark's obligation and liability is limited to using reasonable endeavours to pass through or assist the Client in pursuing remedies available under the Microsoft Customer Agreement and Microsoft Product Terms; the Service Levels do not give rise to service credits; where the Client requires guaranteed response or resolution times, the Client must subscribe to the IT Support Services Schedule, or to the Azure Management Services Schedule where the requirement relates to Azure managed support, monitoring, optimisation or architecture work. This is a Service-specific application of Clauses 17.4 and 18.4 of the MSA and prevails over any inconsistent position the MSA might otherwise be read to allow for this Service;
- (b) Clause 8 of this Schedule sets out a Service-specific indemnity from the Client to Lanmark, limited to third-party claims and regulatory action against Lanmark, and to Lanmark's reasonable costs and expenses incurred in responding, with triggers tied to Client-controlled risk in this Service (including fraudulent or unauthorised use through the Client's tenant or by Authorised Users). Clause 8.5 expressly preserves the Client's liability for Microsoft charges arising from fraudulent or unauthorised use, subject to a carve-back for Lanmark's gross negligence, wilful misconduct, breach of a non-excludable obligation, or Lanmark's unauthorised use of the Client's tenant. The indemnity at Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA, including the non-excludable carve-outs at Clause 18.1;
- (c) Clause 9 of this Schedule sets out Service-specific disclaimers, including that Lanmark gives no separate warranties for the Microsoft platform or the Lanmark Online Portal (while preserving Lanmark's own obligations in respect of the resale, billing, GDAP-based administration and CSP-baseline Support, and Lanmark's reasonable endeavours to restore or provide an alternative to the Lanmark Online Portal where its operation materially affects the Client's ability to manage Services), that Microsoft may change its commercial and operating terms from time to time, and that Lanmark is not liable for cyber-related loss, data loss, regulatory exposure, business interruption or fraudulent or unauthorised use arising in connection with the Microsoft platform, save to the extent caused by Lanmark's gross negligence, wilful misconduct, breach of a non-excludable obligation, unauthorised use of the Client's tenant or breach of an express obligation under this Schedule. These disclaimers are Service-specific applications of Clauses 17.4 and 18 of the MSA;
- (d) Clause 13 of this Schedule sets out Service-specific commercial terms, including the Direct Debit default, the fourteen-day invoice dispute window and the Microsoft pricing

pass-through under Clause 7.10 of the MSA. The Microsoft pricing pass-through mechanism applies in addition to Clauses 7.9 (annual RPI) and 7.11 (discretionary increase) of the MSA.

- (e) Clause 3 of this Schedule sets out the Microsoft scheme-specific renewal and cancellation rules for each Microsoft product family (Legacy, NCE, Software Subscriptions, Perpetual, Azure Plan, Reserved Instances, Savings Plans). To the extent that Clause 3 differs from the general non-renewal notice or termination mechanic under Clause 20 of the MSA, Clause 3 of this Schedule prevails for Microsoft subscriptions and consumption services. The Client may not exit a Microsoft subscription, Reserved Instance, Savings Plan or other committed Microsoft purchase mid-term other than as expressly permitted under the applicable Microsoft scheme rules in force from time to time; any Microsoft cancellation, early-exit or commitment charge incurred by Lanmark as a result of the Client's purported exit is recoverable from the Client under Clause 20.5.5 of the MSA.

Save as set out above, this Schedule does not override the MSA. Any provision of this Schedule that conflicts with the MSA without expressly stating an override under this Clause 14 is to be read consistently with the MSA in accordance with Clause 1.3 of the MSA.