

# Service Description

Provision and support of Microsoft Cloud services (CSP program)



## Table of Contents

1	Preliminary note .....	3
2	Commissioning, subject matter and rights of use.....	3
3	Availability .....	4
4	Maintenance work and support .....	4
5	Remuneration .....	5
6	Attachments.....	5

## 1 Preliminary note

- 1.1 As a certified partner of the software manufacturer and cloud provider Microsoft, KUMAVISION provides its customers with cloud services from Microsoft (online services) within the framework of the so-called Cloud Solution Provider Program (CSP Program).
- 1.2 In order to understand and correctly classify the model of IT operations chosen here, the following basics are once again presented first: In principle, there are two forms of IT operation (computing). The "classic" form is that the user has his IT in-house and it is supported there. The second form is that of so-called "outsourcing", which can be seen in many facets on the market. The subject of this contract is outsourcing in the form of so-called cloud computing on Microsoft platforms. The special features of cloud computing are primarily that the services are no longer bought but rented. The classic role of the IT service provider (in this case KUMAVISION) has also changed. The IT service provider advises its customers on the selection of services and activates them for them in the Microsoft data centres. In doing so, the IT service provider has a dual role. To the extent that the IT service provider manages the services for the customer, the IT service provider can be seen as the customer's "vicarious agent", similar to the role of the customer's in-house IT manager. On the other hand, the IT service provider for Microsoft handles the customer care (support) and invoicing for Microsoft in its own name. What is special about this constellation is, that the IT service provider does not have direct access to Microsoft's cloud-based applications. Therefore, he cannot directly correct errors that occur in the data centres of the cloud provider. Here he again acts in the role of the customer's vicarious agent, who tries to ensure with the cloud provider that any errors that occur are rectified as quickly as possible.
- 1.3 The CSP programme is the standard procurement channel for all Microsoft online services and is continually being expanded to include new products. These can be either licenses for Microsoft standard software such as Microsoft Office 365 or Microsoft Dynamics 365, or the so-called Microsoft Azure services. The Microsoft Azure Cloud offers a cloud platform for storage space and processing power with easy access options for administrators and end users. In addition, there is a continuously growing range of combinable Azure services based on the principles of "Infrastructure as a Service" (IaaS), "Platform as a Service" (PaaS) and "Software as a Service" (SaaS).
- 1.4 With this document, the contracting parties regulate the type and scope of the services for the provision of cloud services, the purchase of software products (apps) via the Microsoft platform AppSource (SaaS) and the support of the customer with regard to the Microsoft online services and apps named in the offer / order and used by the customer, as well as the corresponding remuneration.

## 2 Commissioning, subject matter and rights of use

- 2.1 By ordering the cloud services, the customer acquires the right to the provision and support of Microsoft online services by KUMAVISION as contractor. The contractual online services are listed individually in the offer / order.
- 2.2 The customer receives a non-exclusive and non-transferable right to use the Microsoft Online Services for the agreed term.
- 2.3 The use of the online services is governed exclusively by Microsoft's terms of use and licensing conditions. Upon conclusion of the contract, contracts are simultaneously concluded between the customer and KUMAVISION, as well as between the customer and Microsoft Ireland Operations Limited (hereinafter referred to as Microsoft). As a partner of the software manufacturer and cloud provider Microsoft, KUMAVISION mediates the conclusion of a contract with Microsoft for the Customer. The exchange of the contractual information required for this purpose, takes place between the customer and KUMAVISION. The so-called "Microsoft Customer Agreement" can be viewed at <https://www.microsoft.com/licensing/docs/customeragreement> and applies directly between the customer and Microsoft. In the following, the Microsoft Customer Agreement and all other applicable product provisions of Microsoft are subsumed under the umbrella term, Terms of Use and License. These may be viewed and downloaded from <https://www.microsoft.com/en-us/licensing/product-licensing/products> or any successor website. The list is updated regularly. On concluding the contract,

the customer declares that he is aware of Microsoft's terms and conditions of use and licensing and accepts their validity.

- 2.4 The scope, type and quality of the online services provided are governed by the terms and conditions of use and licensing of the relevant Microsoft online services. Product descriptions and presentations in test programs are descriptions of performance, not guarantees. Guarantees require a separate written declaration by the management of KUMAVISION.
- 2.5 Data storage and/or hosting takes place in Microsoft data centres. A list of all the existing data centre locations and all the available information about these data centres can be viewed at <https://azure.microsoft.com/en-us/global-infrastructure/>.
- 2.6 The customer receives access to the online services and the documentation. The documentation is delivered as provided by the licensor of the software. The delivery of an online documentation, even if it is in the English language, is in accordance with the contract. The customer has no claim to be provided with the source program.
- 2.7 The services of KUMAVISION in connection with the rental of the online services, only include software installations, customer-specific adaptations and customizing, training and other services and work performances if this is agreed separately.
- 2.8 Microsoft's terms of use and licensing apply accordingly to cloud services and software products (incl. apps from the Microsoft AppSource) of other manufacturers and service providers, insofar as no special regulations exist for these. Insofar as special regulations exist, these shall also become the subject matter of the contract.
- 2.9 If the customer commissions KUMAVISION to obtain KUMAVISION apps or apps of KUMAVISION partners on the Microsoft AppSource platform, the order always includes the authorisation of KUMAVISION to install and activate these apps for the customer on behalf of and for the account of the customer, in particular, to enter the customer data required for the use of the apps within the scope of the installation, monetisation (as well as the necessary precondition for the possibility of use for the free trial phase) and activation process. For other (so-called "third-party") apps, KUMAVISION can carry out the purchase and installation in the afore-mentioned sense on behalf of the customer, but cannot take any further steps (in particular for monetisation and release for use). KUMAVISION can neither offer a guarantee nor assume liability responsibility in any other way for the purchase, installation, use and function of third-party apps.

### 3 Availability

- 3.1 The availability of cloud services is governed by Microsoft's terms of use and licensing.
- 3.2 KUMAVISION can ensure an annual average availability for the functionalities of the online services to the extent that this is provided by Microsoft as the cloud provider. KUMAVISION has no influence on the availability of the cloud provider.

### 4 Maintenance work and support

- 4.1 Maintenance work on the Microsoft Cloud Platforms is planned and carried out by Microsoft. The customer has to inform himself independently about the maintenance windows of Microsoft. KUMAVISION itself does not perform any maintenance work on the Microsoft cloud platforms.
- 4.2 The KUMA365 support team is available to the customer for error messages and technical support requests. Details are described in the service description Support (KUMA365). Prerequisite is a valid framework agreement for services (Service Module Support) with KUMAVISION. Customers without this agreement are not entitled to the SLAs formulated there and are supported at a different hourly rate.
- 4.3 If it turns out that the cause of a malfunction lies within Microsoft's area of responsibility, KUMAVISION will open a support ticket with Microsoft on behalf of the customer.

4.4 Should it turn out that the cause of a malfunction lies in the area of responsibility of the customer, KUMAVISION will invoice the support service according to the currently valid conditions for services.

## 5 Remuneration

5.1 The remuneration for the cloud services is regulated in the offer / order.

5.2 KUMAVISION is entitled to increase the remuneration with a notice period of 30 days, if there are price increases on the part of Microsoft. License-based prices are fixed by Microsoft for the duration of a subscription. Usage-based prices can change on a monthly basis. KUMAVISION will inform the customer about any planned price increase one month before the adjustment. The customer shall then have the right to cancel the subscription concerned in each case within the applicable notice periods. Price adjustments in the form of price reductions are possible at any time and without prior notice.

## 6 Attachments

- Offer / Order
- <https://kumavision.com/en/impressum>