Microsoft® 365 Service Description

Intrado will provide the Services set forth in the applicable Order Form and as provided therein and in accordance with this Service Description.

Capitalized terms used in this Service Description not otherwise defined herein shall have the definitions specified in the Order Form. In the case of conflict between this Service Description and the Order Form, the Order Form shall control.

Microsoft® 365 Subscription Services: Intrado shall provide support for the Microsoft 365 Subscription Services. All access and use of Microsoft Cloud Services is subject to the applicable Microsoft Cloud Agreement found at https://docs.microsoft.com/en-us/partner-center/agreements and the applicable Microsoft Customer Agreement found at https://www.microsoft.com/licensing/docs/customeragreement (collectively, the “Microsoft Terms”) which are incorporated herein by this reference. In the case of a conflict between the Microsoft Terms and this Service Description, this Service Description shall control. Customer’s Technical Point of Contact for Provisioning Services noted in Exhibit A to the Order Form shall be Customer’s point of contact with respect to the Microsoft Terms.

“Implementation Date” shall mean the date Customer first has access to the Microsoft Online Portal in order to utilize the 365 Subscription Services purchased under the Order Form.

Customer may request addition of new, or the removal of existing, Microsoft 365 Subscription Services by completing an online form available at http://365.intrado.ms (the “Online Form”). If Customer reduces its number of Subscriptions by using the Online Form via the Portal, the modified Subscription volume can never be less than at least one (1) Subscription.

If Customer requests a new Subscription Service via the Online Form, Intrado will provision the such new Subscription Service in quantities of no more than one (1) Subscription. Customer is responsible for controlling quantities via the Portal and can add the actual Subscription quantity. In the event Customer wishes to terminate the Services below the quantity of one (1) Subscription or total termination of all orders, Customer may do so in accordance with the termination provisions of the Agreement.

Value Add Services:
Customer has access to the Intrado Learning service included with their Microsoft 365 subscription. Inclusive access to Intrado Learning is limited to the number of subscriptions equal to or less than premium Microsoft 365 Subscriptions. Premium Microsoft 365 Subscriptions are defined in the Intrado Microsoft 365 global rate card (“Global Rate Card”). Customer may activate Intrado Learning Subscription by the Online Form. Further Intrado Learning subscriptions can be ordered via the Online Form.

Term and Termination. The Order Form automatically renews without interruption for successive one-month periods (each a “Renewal Term”) unless either party gives written notice of its intent not to renew the Order Form at least thirty (30) days before the beginning of the next Renewal Term. The Initial Order Form Term and all Renewal Terms are collectively referred to as the “Order Term.” The Order Form may be terminated for cause in accordance with the Agreement but shall otherwise remain in effect for the Order Term notwithstanding any termination of the Agreement. All termination and non-renewal notices must be sent in writing to Intrado via e-mail as follows:

If Customer contracted out of the EMEA region: terminationEMEA@intrado.com
If Customer contracted out of any other region: terminations@intrado.com

Invoicing. Payment terms shall be as set forth in the Agreement. Intrado will invoice Customer monthly in arrears for the actual number of Subscription Services and quantities at rates specified in the Global Rate Card.

If Customer uses features not listed in the Order Form, Customer will be charged for such features as provided for in the Agreement. In addition to the rates for the Services listed in the Order Form, Customer shall pay all applicable fees, duties, tolls, administrative assessments, surcharges, or taxes now or hereafter attributable to the Services and included on Customer's invoice. Intrado will assess any applicable fees, duties, tolls, administrative assessments, surcharges, or taxes, based on the geographic location of the billing address of the Billing Owner in the Intrado billing system. Should Intrado not have an address for the Billing Owner, then fees, duties, tolls, administrative assessments, surcharges, or taxes will be applied based on the geographic location provided at the Account level in the Intrado billing system. In the event Customer is required by law to make any deductions or to withhold from Customer’s payment to Intrado, Customer shall pay Intrado such additional amounts so that the net amount Intrado receives from Customer is equal to the full amount for the charges which Intrado would have received from Customer had such withholding not been made.

Last modified: April, 2021