



Microsoft Partner

Managed Services Terms

Updated: July 2025

FUSE CS LTD. MANAGED SERVICES TERMS

1. Interpretation

- 1.1 Except as defined in these Managed Services Terms (“Terms”), capitalised terms shall have the meanings given to them in the Master Services Agreement.
- 1.2 In the event of conflict with these Managed Services Terms and the Master Services Agreement, the Managed Services Terms shall take precedence and in the event of a conflict with the Managed Services Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Managed Services Terms.

2. Managed Services

- 2.1 The Supplier will provide the Managed Services in accordance with the Statement of Work and the terms of the Agreement with due care, skill and ability during the Term and a Subsequent Term (if applicable) unless earlier terminated for any reason.
- 2.2 The Supplier shall provide the Managed Services in accordance with the Service Level Arrangements as stated in the Statement of Work.
- 2.3 The Client shall remain responsible for the use of the Managed Services under its control including any use by third parties that Client has authorised to use the Managed Services.
- 2.4 The Client must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Client by the Supplier in writing. This includes informing the Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, the Supplier will work with the Client to alleviate the situation as quickly as possible. The Parties shall discuss and agree appropriate action (including suspending the Managed Services).
- 2.5 The Client shall not provide the Managed Services to third parties unless otherwise indicated in the Statement of Work or as otherwise agreed by the Supplier in writing.
- 2.6 The Client acknowledges that certain conditions outside of the Supplier’s control may adversely impact the ability of the Supplier to perform functions of the Managed Services. Examples of such conditions are listed below:
 - (a) failure of Client Hardware, software or operating system;
 - (b) partial or full failure of Third Party Services;
 - (c) network connectivity issues between Local System Components and the Supplier’s platform;
 - (d) network connectivity issues between Local System Components and its third party’s servers.

2.7 The Supplier reserves the right to:

- (a) modify the Supplier's System, its network, system configurations or routing configuration; or
- (b) modify or replace any Hardware in its network or in equipment used to deliver any Managed Service over its network,

provided that this has no adverse effect on the Supplier's obligations or performance under the Agreement and its provision of the Managed Services or the Service Level Arrangements. If such changes will have an adverse effect, the Supplier shall notify the Client and the Parties shall follow the Change Request.

2.8 If the Supplier breaches its obligations in paragraph 2.1 of these Terms, the Supplier shall, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance.

2.9 The Managed Services acquired by the Client under the Agreement are solely for the Client's own internal use and not for resale or sub-licensing, unless otherwise agreed in writing.

2.10 The Supplier may suspend, revoke or limit use of the Managed Services, wholly or partly (i) in case of late payments, (ii) if the Supplier in its absolute discretion finds that a risk to the overall integrity of the Managed Services has occurred, or (iii) other reasonable grounds exist. If the cause of the suspension is reasonably capable of being remedied, the Supplier will provide the Client notice of what actions the Client must take to reinstate the Managed Services and/or Products. If the Client fail to take such actions within a reasonable time, the Supplier may terminate the applicable Managed Service.

2.11 The Supplier is entitled to amend the terms of the Agreement and these Terms in order to reflect any changes and updates received from its Third Parties or otherwise if the Supplier has reasonable grounds for such amendment. Hereunder, the Supplier may reasonably change prices, contents of the Managed Services, service hours or service levels.

3. Responsibilities of the Supplier

3.1 Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the Managed Services will be:

- (a) free from faults, interruptions or errors;
- (b) available one hundred percent (100%) of the time.

3.2 In relation to the Managed Services specifically and notwithstanding the Supplier's obligations under paragraph 2.1 of these Terms, the Supplier shall:

- (a) staff the Supplier support desk with a team of skilled individuals (whether subcontracted or not);
- (b) maintain a team skilled in the platform and with knowledge of the systems developed to deliver the solution;

- (c) maintain a comprehensive IT service management solution, with integrated knowledge base and how-to guides to reduce the time to issue resolution;
- (d) where agreed, following written request by the Client, undertake a regular account review, to discuss the Client's service needs and ensure that the Agreement is in alignment with its needs;
- (e) use commercially reasonable endeavours to follow the instructions of the Client and will remain courteous during any communications with Client personnel; and
- (f) provide the Client with reasonable co-operation in relation to the Agreement.

3.3 The Supplier shall be under no obligation to provide the Managed Services to the Client in the following circumstances (unless specified under the Statement of Work):

- (a) unauthorised use of the Services by the Client or use otherwise than in accordance with the Agreement;
- (b) providing the Managed Services outside Normal Business Hours unless otherwise agreed between the Parties in writing;
- (c) providing any other services not covered herein;
- (d) training; and
- (e) providing the Managed Services to the Client where such support would have been unnecessary if the Client had implemented update(s) and upgrade(s) supplied or offered to the Client.

3.4 The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Whilst the Supplier will use reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Supplier cannot guarantee that such events will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events.

4. Responsibilities of the Client

4.1 The Client shall (unless otherwise specified in the Statement of Work or as otherwise set out in the Master Services Agreement):

- (a) permit the Supplier to install the current version of software required to provide the Managed Services from time to time when upgrades or fixes occur and to provide a reasonable level of assistance in implementation and testing;
- (b) provide the Supplier at least 30 Business Days' notice in advance of any intention or move to change when applicable Client-side Equipment or Client's Operating Environment or data-feeds that will directly impact the Managed Services. If such notice has not been received on time, the Supplier will have to make additional effort to return the Client's systems to an acceptable state for

continued support, and will charge accordingly at its then standard charging rate.

4.2 The Client shall not access, store, distribute or transmit any material through the Managed Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images; and/or
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment;
- (f) is otherwise illegal or causes damage or injury to any person or property,

and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this Clause.

4.3 The Client acknowledges that the Supplier may at any time, with the Client's prior written approval, which shall not be unreasonably withheld, incorporate licence management software into elements of the Managed Services for the purposes of collecting point in time server metrics for health and performance purposes to support the Managed Services. Any such costs relating to such incorporation shall be at the Client's sole cost and expense.

5. Security

5.1 The Supplier shall ensure that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to any and all Managed Services, the Supplier's System and related networks or resources and the Client Data, in accordance with Good Industry Practice.

5.2 The Client shall ensure that its personnel, contractors and any other persons accessing the Managed Services on its behalf comply with all applicable security policies, procedures and guidelines provided by the Supplier or any relevant Third Party from time to time.

5.3 Each Party shall promptly inform the other if it suspects or uncovers any breach of security, and shall use all commercially reasonable endeavours to promptly remedy such breach.

6. Warranties

6.1 The Client warrants:

- (a) that the Supplier's use in the provision of the Managed Services or otherwise in connection with the Agreement of any Third Party materials, including any Hardware supplied by the Client to the Supplier for use in the provision of the

Managed Services or otherwise in connection with the Agreement, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party;

- (b) it will comply with and use the Managed Services in accordance with the terms of the Agreement and all Applicable Laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Customer Agreement.
- 6.2 Unless otherwise set out in the relevant Statement of Work, the Client is responsible for securing and backing up its data.
 - 6.3 The Supplier is not responsible or liable for the deletion of or failure to store any Client Data and other communications maintained or transmitted through the use of the Managed Services or Products.
 - 6.4 The Supplier does not warrant uninterrupted or error-free operation of the Managed Services and Products. Unless otherwise agreed in writing, the Managed Services and Products are designed, manufactured and intended for low-risk activities.
 - 6.5 The Client acknowledges and accepts that where the Products are provided by Microsoft or a Third Party and that any representations or warranties regarding the use of the Products is set out in the Customer Agreement, applicable Licence Agreement or Third Party Terms (as applicable). The Supplier has no responsibility for the suitability, availability, functionality or otherwise regarding the Managed Services and Products.
 - 6.6 The Supplier warrants that it shall perform the Managed Services in a professional manner. As the Client's sole and exclusive remedy for breach of the foregoing warranty, the Supplier shall either correct the non-conforming Managed Service at no additional charge to the Client, or, in the event the Supplier is unable to correct after good-faith efforts, refund the Client a pro rata amount for the non-conforming Managed Service. To receive such remedy, the Client must promptly report deficiencies in writing to the Supplier, but no later than thirty (30) days after the first date the deficiency is identified, or should have been identified, by the Client.
 - 6.7 The warranties provided in these Terms are the exclusive warranties from the Supplier in relation to the Managed Services.
 - 6.8 The Client agrees and acknowledges that, in the case of any products and services recommended to the Client by the Supplier at any time to enhance or protect the Client's environment and business and the Client not proceeding with such products and services, that by not proceeding it: (1) agrees and acknowledges that the Supplier shall not be held liable for any and all direct and indirect losses and/ or damages as a cause of not taking up such recommended products and services; and (2) holds the Supplier harmless for any issues in regards to the Client's business as a cause of not taking up such recommended products and services.

7. Limitation of Liability

- 7.1 Subject to 8 of the Master Services Agreement, the Service Level Arrangements state the Client's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.
- 7.2 Except as expressly and specifically provided in the Agreement, the Client assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Client in connection with the Managed Services, or any actions taken by the Supplier at the Client's direction.