

Microsoft Online Services Application Specific Terms

Microsoft Online Services (“**MOS**”) supplies online software services designated for businesses, including Microsoft Office 365 (“**MOS Application**”). The following terms apply to Your use of and access to the MOS Application (“MOS Application Specific Terms”). In addition to these MOS Application Specific Terms, Your use of and access to the MOS Application is governed by the SaaS Terms of Service, available at <http://www.sprint.com/business/support/ratesTandCproducts.html>, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, “Agreement”). For the purposes of this Agreement, “You” means You or the entity that You represent.

For purposes of interpreting these MOS Application Specific Terms, the MOS Application is included in the definition of “Service(s).” Capitalized terms used and not defined in these MOS Application Specific Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration.** As detailed in the Ts&Cs, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between you and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Automatic Renewal.** Your subscription will renew automatically unless you timely opt-out of the auto-renewal. Please refer to the SaaS Terms of Service for a complete description of how to cancel the MOS Application.
- 3. Customer Care.** Customer care and support related to the MOS Application will be provided by Sprint.
- 4. Service Level Agreement.** The Service Level Agreement (SLA) provided at <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx> governs your use of the MOS Applications.
- 5. Microsoft’s Online Services Use Rights.** Your use of the MOS Applications is governed by Microsoft’s Online Use Rights. Please see <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx> for the complete terms between you and Microsoft regarding your use of the MOS Applications. By ordering, accessing, and using the MOS Applications you are accepting the terms in Microsoft’s Online Use Rights document. If you do not accept the terms of Microsoft’s Online Use Rights agreement, do not order, access, or use the MOS Applications.
- 6. Intellectual Property.**
 - a. Use of Marks. Nothing in the MOS Application Specific Terms grants either party any right, title, interest, or license in or to any of the other party’s marks.
 - b. Proprietary Notices. You must not remove any copyright, trademark, or patent notices from any materials provided in the MOS Application.
 - c. Unsolicited Commercial Email. You agree not to use either Sprint’s or Microsoft’s trademarks in connection with the transmission or distribution of unsolicited commercial email. You may not use any trademark in any manner that would violate local law or custom, or conflict with Microsoft’s policies.
 - d. For further information, please visit <http://www.microsoft.com/en-us/legal/intellectualproperty/default.aspx>
- 7. Your Authority to Use the MOS Application.** You warrant and represent that you have the necessary rights to any data, software programs, or services that you use in connection with your access to or use of the MOS Application and that such activities do not infringe the intellectual property or proprietary rights of any third party. You agree to access or use the MOS Application (a) without violating the rights of any third party or purporting to subject Microsoft to any other obligations to you or to any third party, and (b) solely in a manner that complies with all applicable laws and regulations.
- 8. Your Data.** By accessing and using the MOS Application, you consent to Microsoft receiving and using Your information in order to provide the MOS Application and associated products, and uphold its responsibilities under the MOS Specific Terms.
- 9. Third Party Rights.** By accessing and using the MOS Application, you agree that the benefit of certain provisions herein are expressed to be not only for Sprint but also for Microsoft and Microsoft Affiliates, licensors, and suppliers, and that each of the foregoing shall be entitled in its own right to require the due performance of those certain provisions.
- 10. Sprint Third-Party Advisors.** Sprint reserves the right to offer the MOS Application to eligible Third-Party Advisors (“Internal Use”). Internal Use of the MOS Application may only be offered under the following conditions: (a) Internal Use Subscriptions must be actively used within 60 days of provisioning or Microsoft may deprovision the Subscriptions; and (b) additional seats provisioned to a Sprint Third-Party Advisor in excess of the maximum number of seats available under this Internal Use benefit will be invoiced at standard commercial pricing.