

Terms and Conditions for Vodafone Managed Services for Microsoft Business 365

Business Customers

Last updated: May 2024



What's in these Terms and Conditions?

Vodafone Managed Services for Microsoft Business 365 provides you with an end-to-end fully managed solution for your Microsoft 365 needs, whether you already have Microsoft licences or if you want to buy new Microsoft licences. We manage M365 on behalf of you so you can focus on running your business.

When you purchase this Product, a contract is formed between you and us and you accept these Terms and Conditions along with the Vodafone Marketplace General Terms and Conditions.

1. Conditions of use

1.1. Users

You need to make sure access to our services is limited to your chosen users. We are not responsible for the security of your user details or for keeping your user details up-to-date. We are not liable for any unauthorised or improper use or disclosure of any of user details.

1.2. What we cannot guarantee

We cannot guarantee or warrant that Microsoft Office 365 will be continuously available or fault free i.e., a global Microsoft outage. We will not support issues outside of Office 365 i.e., network or connectivity issues.

You acknowledge that technologies are not universally compatible, and that there may be services or devices that we cannot monitor, manage, or patch. We will inform you when such a situation arises.

We cannot guarantee or warrant that any support services will be successful in resolving all issues that arise.

2. Your responsibilities

2.1. You need to prevent unwanted or unauthorised activity on your own network and the Vodafone network that it connects to while we are having access to your network.

2.2. You must not allow the services to be used by third parties either directly or indirectly or facilitate their use by third parties.

2.3. You need to ensure that your users do not: (i) copy, modify, adjust, adapt, decompile, reverse engineer, generate source code, attempt to duplicate, or make derivative works based any of the services we are providing or (ii) use any service we are providing for any purpose other than that for which it is intended.

2.4. You are responsible and liable for all aspects of data on or posted, transmitted, received, or stored through your systems, including its accuracy, quality, integrity, legality, reliability, appropriateness, privacy, security, and copyright.

2.5. You need to provide us access upon our request to your equipment, personnel, data, and resources as we may reasonably request for us to provide the services.

2.6. You must complete all onboarding activities and agree within the specified/agreed time for full onboarding and migrations to take place. If you haven't completed all onboarding activities such that Vodafone cannot complete the migration services you have purchased, you will be liable for the costs incurred.

2.7. You must meet all eligibility criteria for migrations under the service. **If you haven't met all eligibility criteria after the service has been purchased, you will be liable for the costs incurred.** Please visit section 3 of this document to read the criteria.

2.8. You must allow us to perform an assessment of the status of the security and compliance features deployed across the M365 tenant.

2.9. You need to provide us with all the relevant information in sufficient detail required for the purposes of recommending, advising, establishing, setting up, and providing the services in a timely manner. You must also ensure that all the information you provide to us is correct to ensure a smooth onboarding experience. We cannot take any responsibility for any of the information you share with us.

2.10. Because we will be migrating your files/folders via a copy method, it is your responsibility to decommission systems no longer used and cancel any subscriptions accordingly.

2.11. We are not liable for your losses in case of your:

- a) improper use, improper operation, or neglect of your network equipment via which our services are accessed or used;
- b) any equipment faults caused by a third party or variations in electrical power, lightning, flood, fire, radiation, radio interference, or accidental damage;
- c) unauthorised merger of any software (in whole or in part) used for our services with any other software;



- d) use of our services through equipment not agreed with us;
- e) failure to implement recommendations in respect of or solutions to faults previously advised by us; or
- f) repair, adjustment, alteration, or modification of our services by any person other than us.

2.12. If you currently have Microsoft licences from another provider and purchase the Microsoft 365 Managed Service from us, once those Microsoft licenses expire, you must renew the Microsoft licences with us as the reseller. You cannot renew Microsoft licenses with a third party if you wish to continue the service with us.

2.13. You must provide Vodafone with accurate information on how many Microsoft 365 licences you currently have.

2.14. You must have a Vodafone Managed Services licence for every live Microsoft 365 licence subscription you have against your tenant. A “1 to 1 relationship” between the Microsoft 365 licence and the Vodafone Managed Services licence must be always followed.

2.15. You must not record, screenshot, or otherwise capture any portion of any audio call, video call, or desktop sharing.

2.16. You must not use or share the agent’s name, email, or other contact information for any purpose other than in relation to the services.

2.17. You must use the chat (and any other messaging) capability only as relevant to the services and must refrain from using language that is offensive, defamatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable.

3. What activities are within scope?

3.1. Eligibility Criteria

File and email migration is subject to assessment. We do not support complex migrations; email & file migration activities incur additional charges.

The service supports the following file migrations:

- On-Premises File Shares -> OneDrive / SharePoint
- Google Workspace -> OneDrive / SharePoint
- DropBox -> OneDrive / SharePoint
- Box -> OneDrive / SharePoint
- Egnyte -> OneDrive / SharePoint

Note - All file migrations are performed and managed via the SharePoint Admin Dashboard

The service supports the following email migrations:

- Exchange On-Premises -> Exchange Online (Cutover Type Migration)
- Google Workspace -> Exchange Online
- IMAP -> Exchange Online

Note - All email migrations are performed and managed via the Exchange Admin Centre

3.2. Ineligibility Criteria

The service does not support migrations involving M365 Hybrid Environments, including:

- M365 Tenant integrations with
 - On-premise Exchange Servers
 - Skype for Business (inc. Skype Hybrid)



- On-premise SharePoint
- System Centre Configuration Manager
- Integration with any end of support systems as defined in the Microsoft Product and Services Lifecycle Information list, [Search Product and Services Lifecycle Information - Microsoft Lifecycle | Microsoft Learn](#)
- Integration with file systems on-prem
- M365 connected with multiple on-premises Active Directory Forests
- Integrated environments containing SBS Servers
- Non-Microsoft Connectors (on-premise, cloud or 3rd parties)
- Azure subscription(s) (other than integrated Azure Active Directory)

3.3. **The following activities are out of scope:**

- On-premise Azure AD Connect (we will support troubleshooting on M365 for sync issues)
- Any non-Microsoft platform/software
- Power BI, Power Automate, and Power Virtual Agents
- Power Platform (unless supported at tenant administration)
- Screen sharing and or local desktop support
- Remoting on to end user devices
- M365 Add-ons
- Cross-tenant (M365 to M365) user data migration
- External Connectors (on-premise, cloud or 3rd parties) but we will support troubleshooting authentication connection issues
- Any end-of-life Microsoft software/apps/platform
- Direct end user support
- L1 Support
- Hardware support
- User Training
- Administrative Training
- External DNS Records Management
- External Public Certificate Management
- Hybrid Administration
- Advanced Data Protection (example AIP or ARM)
- SharePoint Content Management
- SharePoint Content Administration L1
- Azure Subscription Support
- Communication/Training to end users
- Remediation of items that are not migrated through our configuration of the M365 Migration Tool
- Remediation of items to enable migrations to existing environments
- Decommissioning Items that were unable to be migrated via the configuration of the M365 Migration Tool
- Decommissioning of source environments are out of scope
- Configuration changes of source environments are out of scope
- Any end-of-life Microsoft software/apps/platform

3.4. **Applicable to ALL Migrations:**

- Email and file migration services are subject to a technical feasibility assessment
- We reserve the right to reject migrations
- Migrations incur an extra cost
- Source – Target migration scenario is supported by the Microsoft-provided M365 Migration Tool
- Vodafone are not in control of the speed of which transfer will take, this is governed by Microsoft and other cloud/network parameters



3.5. **The following file migrations (On-Prem) are not eligible for the service:**

- Multiple domains will be deemed as additional migrations
- Personal hardware devices (e.g. desktops, laptops, etc)
- Admin rights would be required to support the migration
- If the Microsoft Migration tool agent cannot be installed, it will be deemed out of scope/ineligible. (Non-Microsoft file servers are out of scope)
- Where changes may be required to on-premises environments, support for on-prem is not included

3.6. **The following mail migrations from Exchange (On-Prem) are not eligible for the service:**

- Integration with any end of support systems e.g Windows 7, Windows Server 2013
- Integration with file systems on-prem
- Environments containing SBS Servers
- Connectors (on-premise, cloud or 3rd parties)
- Non-Microsoft Standard Connectors
- Multi Domain Environments
- Exchange integration with voice systems
- Pre 2013 Exchange Server is out of scope

4. **Data protection**

4.1. We are the Data Controller & Data Processor for this Service.

4.1.1. Where we are a Data Controller, the Data Protection & Privacy Terms in the Vodafone Marketplace General Terms & Conditions apply.

4.1.2. Where we are a Data Processor, Vodafone's Data Protection Terms when Vodafone is Data Processor apply, including local terms, as applicable. These Data Protection Terms can be found at <https://www.vodafone.com/business/customer-terms/vge-customer-terms>.

4.1.3. Further details of Processing may be found in the companion data table to this Product at Appendix 1 hereto.

5. **Service levels**

We will measure our response times and service levels through our internal SLAs to ensure your issues are solved as quickly as commercially practicable.

6. **Service Commencement; Billing**

You can begin to use the service once we have approved all documentation and once billing has been triggered. We will bill you monthly for the service. In the first bill month you will be charged on a prorated basis from the date your service commences.



7. Subscription Length; Renewal; Termination

7.1. The initial subscription length is 12 months and will automatically renew for the same duration.

7.2. To end a subscription, you will provide notice as set out in clause 9 of the General Terms.

7.3. Before purchasing the service, it is vital you have read and understood all eligibility criteria to ensure you have the correct business environment and file/mail types to operate with the service. If we find you haven't met all eligibility criteria after the service has been purchased, you will be liable for the costs incurred.



Appendix 1

Customer Data Table

Vodafone Managed Services for Microsoft Business 365

Version Date: May 2024

The following is a description of the Personal Data Processed by Vodafone in relation to the Product:

Data Subjects: Enterprise Customer Users and their end-users.

Data Retention:

- (i) where Vodafone is Data Controller: as per Vodafone's privacy notice <https://n.vodafone.ie/privacy.html> ("**Vodafone Privacy Notice**") and the data table below.
- (ii) where Vodafone is Data Processor, data retention (User Generated Content) is determined by the Customer in accordance with the data table below.

Location of processing:

- (i) where Vodafone is Data Controller, data will be stored in Ireland, Germany and the Netherlands. User Personal Data is also processed by members of the Vodafone Group Companies who support the Product as listed below:
Vodafone Global Enterprise Limited, having its registered address at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.
- (ii) where Vodafone is Data Processor, data is stored in Ireland and processed in accordance with the data table below;

Data Category	Data Attribute	Purpose of processing			Vodafone Controller or Processor	Storage Location	Retention Period
		Processing is necessary for providing the Product or Service	Billing for the product or service	Authentication of Customer for subscription and/or use of the Product or Service			
Basic personal data	End of the contract	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Fixed phone number	No	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	MSISDN (Mobile Station International Subscriber Directory Number - mobile number)	No	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Name (incl. Surname, First name)	Yes	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Postal address	Yes	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract



	Start of the contract	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Title	Yes	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Work e-mail address	Yes	Yes	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
Content data	E-mail and other correspondence (e.g. Teams conversations)	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	ToBI and other webchat conversations	No	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	User Generated Content	No	No	No	Processor	Ireland	-
	Voice	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
Cookies	Cross-Device Tracking Cookies	Yes	No	No	Controller	Ireland, Germany, Netherlands	see Cookie Policy
	Functionality cookies (e.g. remember user names, preferences, language settings etc.)	Yes	No	No	Controller	Ireland, Germany, Netherlands	see Cookie Policy
	Proof of Cookie Acceptance	Yes	No	No	Controller	Ireland, Germany, Netherlands	see Cookie Policy
	Strictly Necessary Cookies (mandatory to provide Users with features they have requested; e.g. maintain Shopping Basket, move around the Pages)	Yes	No	No	Controller	Ireland, Germany, Netherlands	see Cookie Policy
Customer Relationship Management data	Account notes (copies and records of interaction with Customer care)	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Additional agreements, written correspondence, amendments or copy of ID exchanged with Vodafone related with the Subscription	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Customer Contract Copies	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Customer purchases with our 3rd party merchant (charge to bill)	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Data purchased from 3rd-Parties to augment existing Information	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Incidents and complaints records	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Itemised Bills	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Product details	Yes	Yes	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Reports shared with customers	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Requests from customers (e.g. DSR)	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract



Data from IT application/platform	Average Handling Time from IT application/platform	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Call recording (recorded by a party to the communication e.g. call centre) from IT application/platform	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Control questions and other information necessary to verify identity when logging in from IT application/platform	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	Cookies from IT application/platform	Yes	No	No	Controller	Ireland, Germany, Netherlands	see Cookie Policy
	E-mail and other correspondence (e.g. Teams conversations) from IT application/platform	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	PIN Hashes from IT application/platform	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	System access or audit logs from IT application/platform	Yes	No	No	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	ToBI and other webchat conversations from IT application/platform	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract
	User Generated Content	No	No	No	Processor	Ireland	-
	User ID and Password from IT application/platform	Yes	No	Yes	Controller	Ireland, Germany, Netherlands	Lifetime of agreement or contract

