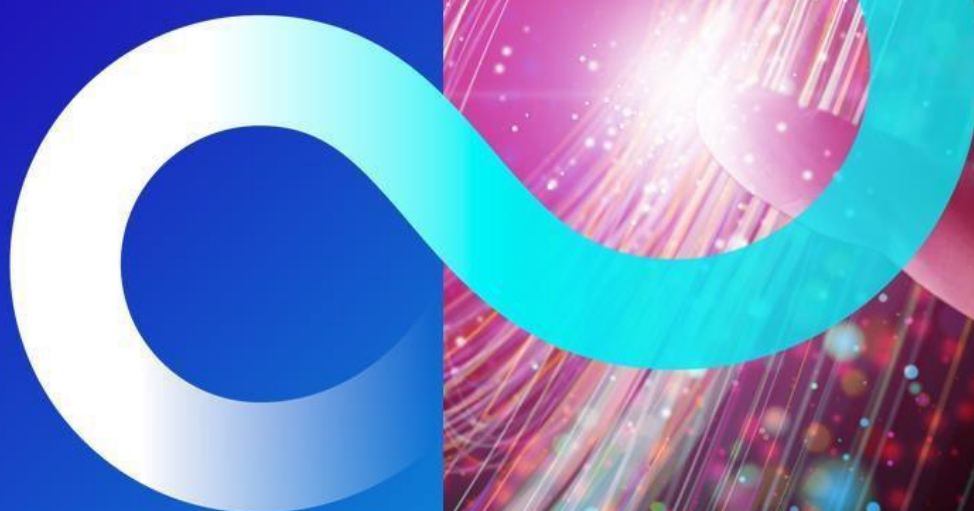


Service Definition

Microsoft 365 CSP Subscription Service

FUJITSU



G-Cloud 15

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Cloud Solution Provider Licensing

Using the Microsoft 365 industry leading cloud platform and Fujitsu expertise to provide a subscription license service that compliments your M365 Modern Workspace service offering government, education and enterprise licensing support providing:

- Flexible and simplified monthly billing for Microsoft Cloud Services on a per user basis.
- Pay for what you need and can increase or decrease licenses instantly at any point
- Cost-effective pricing provided through tailor made packages to suit your business' cloud needs
- Improved levels of administrator and user support. Fujitsu's CSP Subscription service provides an easy to do business with single point of contact providing lifecycle administration in relation to Microsoft subscription options for cloud-based services. It is available to all Fujitsu customers.

The service primarily focuses on the provision of the E3 subscription and the E5 subscription. There are in the region of 80 subscriptions SKUs available that can be administered under this Service.

The subscriptions specific to this service are the Microsoft License-based Services (LBS) for:

- M365 Applications for Business and Enterprise.
- Enterprise Mobility + Security.
- Windows.
- Power Platform.

Ideally the CSP Licensing service is provided as a part of a wider M365 Managed service provided by Fujitsu. This service can be utilised in three distinct ways:

- Deeper engagement: When you meet with customers monthly regarding their CSP licensing needs, you'll get an insider's view of their businesses and uncover new sales opportunities.
- Increased profitability: Open new revenue streams by providing Microsoft online services and outsourcing billing and support to indirect providers.
- Added value: Because Fujitsu are partnering with Microsoft, we can package solutions with their industry-leading products.

Fujitsu recommend CSP when:

- There may well be fluctuation, up and down, in the number of licenses.
- The customer wants a transactional solution with price protection for 12 months.
- The customer wants a monthly pay as you go model (price subject to potential monthly fluctuations).
- The customer needs help from Fujitsu to manage licenses or an overall solution.
- The primary requirement is for cloud use rights.

The following is true of CSP licenses:

- A Subscription is created for each license type, and Subscriptions have a term of 12 months which auto-renews or can be charged monthly (price subject to potential monthly fluctuations).
- Licenses are paid for monthly upfront.
- An annual option is also available.
- Licenses may be added at any time with pro-rated daily payment due.
- Licenses may be reduced at any time with pro-rated daily credit.
- Fixed price protection for the duration of the Subscription; 12 months.

Cloud Solution Provider Licensing Service Elements

This Service shall comprise both Service Elements - CSP Licence Deployment and Service Element - CSP Licence Management that shall comprise the full scope of the Services. Unless provided for within this Schedule any variation to the Services shall be managed as a Change in accordance with the Change Control Procedure.

The provision of the Services under this Contract is subject to the Customer entering, maintaining, and fully complying with a Microsoft Customer Agreement, for the use of the CSP Licences for the duration of the term. By signing this “Agreement” the Customer is confirming they have completed the Microsoft Customer Agreement and acknowledges that this is a condition of the Contract.

The Contract is entered into for the Subscription Term and shall be automatically renewed for the Renewal Period unless terminated early or otherwise amended in accordance with the terms of this Contract. Any addition of CSP Licences will be for a separate Subscription Term and where extended any Renewal Period.

Table 1: CSP Service Element Descriptions

Service Element	Description
CSP Licence Deployment	This Service Element details the Supplier responsibilities in regard to deployment of CSP Licences during Normal Working Hours in accordance with this Service description. This Service Element will apply in respects to both initial deployment of CSP Licences and any additional CSP Licences over the term of the Contract. The Supplier shall: • Deploy the CSP Licences in the agreed domain and M365 Tenancy (in accordance with the Customer Licence Details). • Inform the Customer when the CSP Licences have been deployed. • Enable the invoicing process for the Service Charges.

Service Element	Description
CSP Licence Management	This Service Element details the Supplier responsibilities regarding on-going management and support of the deployed CSP Licences to be provided during Normal Working Hours. Provision of CSP Licence Management will be provided via the Supplier Account Team who will be the initial point of contact. The Supplier Account Team shall provide First Line Support and liaise with the End User where necessary; and where possible attempt remote resolution of Incidents and address any Service Requests. As a part of First Line Support, where the Incident cannot be resolved or a Service Request responded to directly by the Supplier, the Supplier Account Team will liaise with Microsoft to seek instruction. In this event, the Supplier's responsibility shall be limited to providing a resolution to the Incident and / or response to the Service request as soon as reasonably possible and only to the extent that Microsoft is able to provide instruction and guidance to enable a resolution or provide a response. The Supplier shall: • Provide Customer with Account Team contact details and instruction on how to raise a Call • Provide first line support for all Calls raised with the Supplier that shall comprise: • receipt of the initial Call via the Account Team. • initial diagnosis of the Incident or Service Request. • respond to the Service Request as soon as reasonably practicable or as otherwise referred to in this Schedule. • resolve the Incident, where possible, by providing suitable advice, assistance, and information remotely to the End User about the CSP Licence, including where Incident cannot be resolved directly by the Supplier, the Supplier will liaise with Microsoft to seek instruction as to how the Incident may be resolved; ("First Line Support"). • Removal of CSP Licences: • Terminate the Customer CSP Licence subscription following receipt of a valid Service Request. • The CSP Licence subscription will terminate five (5) Business Days following receipt of a valid Service Request. • Additional CSP Licences: • On receipt of a valid Service Request, requesting additional CSP Licences, the Supplier will provide a quote for the deployment and support of additional CSP Licences. • Deploy additional CSP Licences within five (5) Business Days of the quote being accepted in writing by the Customer. Subject to the quote the deployment of the additional CSP Licences will be undertaken as detailed in Service Element 1 (CSP Licence Deployment), and • Unless stated otherwise in the quote the terms of this Contract shall continue to apply, • Provide a monthly report of the deployed CSP Licences (the "Service Report"). • Invoice the Customer for the Service Charges.

Commercial

Terms

Supplier will issue the Customer with an invoice monthly/annually in advance for the Service Charges (the "Payment Plan"). The first invoice will be raised on the Commencement Date and thereafter the first Business Day of each Month.

OR

The invoice will be raised on the Commencement Date.

All Charges are due upon receipt of a valid invoice from the Supplier and payable within 30 days from the invoice date, without any right of set off or deduction, unless otherwise agreed in this Contract.

The Charges for this Service shall be subject to the CSP License Category applicable to the Customer.

License Renewal

Unless terminated by the Customer in accordance with this Contract, the CSP Licence subscription and associated Services will automatically renew for the Renewal Period at the end the term. The Charges and Payment Plan for any subsequent Renewal Period will remain unchanged, unless agreed by the Parties in advance as a Change or in the case of the Charges were notified to the Customer by the Supplier in advance of the Renewal Period.

Supplier Termination

Any change to the CSP Licences deployed will be subject to the formal process detailed in the CSP contract issued by Fujitsu:

In the event that a CSP Licence is terminated part-way through the Subscription Term or as the case maybe a Renewal Period, the Customer will be reimbursed for any Charges paid in advance.

The re-imburement shall be calculated on a pro-rata basis from the first day of the CSP Licence(s) being taken off subscription by the Supplier and credited against the subsequent Months invoice. In the event there is no subsequent invoice, the Supplier shall pay the Customer back the re-imburement amount within sixty (60) days of the CSP Licence being taken off subscription by the Supplier.

OR

The re-imburement shall be calculated on a pro-rata basis from the first day of the CSP Licence(s) being taken off subscription by the Supplier and either:

- a) credited against any subsequent invoice due for any Renewal Period or addition of CSP Licences; or
- b) in the event there is no pending invoice, the Supplier shall pay the Customer back the re-imburement amount within sixty (60) days of the CSP Licence(s) being taken off subscription by the Supplier.

All future invoices will be amended to take account of any CSP Licence(s) that have been terminated the previous Month.

As at the Commencement Date, there is no early termination charge for the termination of a CSP Licence part-way through the Subscription Term or any Renewal Period. The Supplier reserves the right to charge the Customer an early termination charge, subject to the Supplier notifying the Customer seven (7) Business Days in advance of this change coming into effect.

Consumer Responsibilities

In order that the Supplier shall provide the Service, the Customer shall meet the Dependencies set out below in accordance with the timelines detailed below or where no timeline is detailed as requested by the Supplier, and unless stated otherwise ensure these remain in place for the duration of the Contract Term:

- Make available appropriately qualified and authorised resources to validate the CSP Licences deployed are in accordance with the Customer Licence Details in writing to the Supplier account team, within five (5) Business Days of the Customer being informed that the deployment has been completed.
- Enter into an agreement with the Microsoft on its terms and conditions for CSP Licence use (the "Microsoft Customer Agreement"). The Microsoft Customer Agreement must have entered into by the Customer to utilise CSP Licences, in advance of entering this Agreement.
- Ensure the correct Customer License Details are supplied to the Supplier ten (10) Business Days prior to the Commencement Date.
- Provide Supplier with the required M365 Tenancy access in order to undertake the deployment of the CSP Licences as of the Commencement Date.
- The Customer will at the Commencement Date (and were requested over the term) provide written proof that they are entitled to the discount associated with Customer CSP Licence Category qualification as a ["Charity"] / ["Academic / Education"] operating entity. In the event that the Customer no longer qualifies for this discount the Customer shall immediately inform the Supplier.
- Customer End User will only raise Calls with the Account Team.
- Customer End User when raising the Call with the Account Team will provide, as a minimum, the Incident Information and / or Service Request Information required for Supplier to provide the First Line Support.
- Customer will ensure that suitably skilled and authorised Customer staff (including the End Users) are available to liaise with Supplier Account Team and / or Microsoft team promptly when required in order to assist in first line diagnostic screening of Calls (including the validation of information provided and/or the provision of additional information), support of Incident resolution and response to Service Requests.
- Customer will ensure that for the duration of the term that they comply with the CSP License Category criteria, as determined by Microsoft, and in the event that there is the likelihood and/or an actual change in the categorisation at any stage the Supplier is to be notified in writing immediately.

Service Constraints

The service is constrained by the customers agreement with the Microsoft on its terms and conditions for CSP Licence use (the "Microsoft Customer Agreement"). The Microsoft Customer Agreement must have entered into by the Customer to utilise CSP Licences, in advance of entering this Agreement.

About Fujitsu

As one of the world's leading IT companies, Fujitsu is at the forefront of pioneering technology in the UK since we made our initial investment over 40 years ago. As a key strategic partner we deliver essential services, from our secure hybrid IT which underpins critical national infrastructure to our investment in emerging technologies to boost national capability. Drawing on our Japanese technology expertise we provide bespoke digital transformation solutions. This unrivalled expertise has allowed us to specialise in emerging focus areas; Hybrid IT, AI & RPA, Data analytics, Agile application development/transformation and Security. Together, we offer a full package of solutions to support the UK as a long-term industry supplier.

We believe in realising the significant alignment between the UK and Japan in emerging technologies and in creating a UK-Japan 'Innovation Bridge' to support the UK's science and technology superpower objectives. We are committed to investment in UK skills and research and development, driving customer outcomes and promoting social value. We employ 124,000 people around the globe, including around 8,000 people across the UK, promoting diversity and inclusion as a DWP Disability Confident Leader. We are recognised as a Times Top 50 employer for Women since 2017, a Stonewall Top 100 Employer for 2023 and were awarded an EcoVadis Silver Rating, the world's largest provider for sustainability ratings.

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