

Microsoft Cloud Office 365 & Azure with Dell

Terms & Conditions

1. The Microsoft Cloud backed with Dell Terms and Conditions (this “Agreement”) relates to your order from Dell of (a) a subscription to Microsoft CSP Services, as further described in 4 below, and (b) any additional services purchased from Dell as described in the Service Description for “MS CSP with Dell”.
2. This Agreement incorporates by reference herein the following Dell terms in their entirety:
 - 2.1. The “Dell Cloud Solutions Agreement” ([Dell.co.uk/cloudsolutionsagreement](https://www.dell.com/learn/us/en/uscosp1/service-contracts-saas-cloud-services?c=us&l=en&s=corp)); and
 - 2.2. The “Microsoft Cloud backed with Dell” service description (the “Service Description”) available at <https://www.dell.com/learn/us/en/uscosp1/service-contracts-saas-cloud-services?c=us&l=en&s=corp>.
3. This Agreement incorporates by reference herein the following Microsoft terms in their entirety:
 - 3.1. The Microsoft Customer Agreement, available at: <https://www.microsoft.com/licensing/docs/customeragreement>, which applies to the Customer’s use of Microsoft- hosted online services (the “Online Services”);
 - 3.2. If applicable, the **Customer agreement amendment for financial services industry**. This document is an amendment to the Microsoft Cloud Agreement. It contains terms and conditions that help customers in the Financial Services Industry (FSI) subject to oversight by financial services regulators, to meet their privacy, security and regulatory requirements. This amendment is required for FSI customers who transact with partners in Partner Center. To obtain a copy of the Customer amendment for financial services industry, please address your request to the following email address: MS_CSP_EMEAOPS@Dell.com.
4. **Subscription**. Customer is purchasing a subscription to Microsoft Cloud Solution Provider Services (the “MS CSP Services”). Customer can subscribe to one or more of the following subscription offers (the “Offering(s)”):
 - 4.1. **License-based Services (Commitment Offering)**: Customer commits in advance to purchase a specific quantity of Online Services for use during a Term, on a subscription basis, and to pay upfront for continued use of the Online Service. Customer must subscribe to a minimum quantity of one (1) seat. Examples (non-exhaustive list): Office 365 Services, Windows Enterprise, Microsoft 365 services, or Microsoft Dynamics Services.
 - 4.2. **Usage-based Services (Consumption Offering)**: Customer agrees to purchase on a subscription basis but pays based on actual usage with no upfront commitment to a certain volume. These services are also designated as “Pay-As-You-Go” subscriptions. Examples (non-exhaustive list): Azure Services, or Visual Studio Services. Azure services are subject to an initial Azure by Dell account activation fee of one hundred pounds (£100). Once the account is created, Azure prices will be established on the basis of the current Microsoft prices available at: <https://azure.microsoft.com/fr-fr/pricing/calculator/>.
 - 4.3. **Trial Limited Offering**. Customer receives a limited quantity of Online Services as part of another Microsoft offering (for example, MSDN) for a limited term without charge or for a small fee. Provisions in this Agreement with respect to the SLA and data retention may not apply. Only applies to License-based services.
5. **Pricing**
 - 5.1. **Pricing for license-based subscriptions**. Pricing is determined in advance for each twelve (12) month period. The Offering price at time of purchase is guaranteed throughout the twelve (12) month subscription period.
 - 5.2. Pricing is subject to change by Dell and Microsoft and will be revised on or before the annual subscription’s anniversary date. Revised Pricing is determined for the next twelve (12) month period and submitted to Customer for approval. If approved, Customer must issue a new PO or Blanket PO (as defined below) for the next twelve (12) month period. If Customer refuses Revised Pricing, Online Services will be terminated on the subscription anniversary date.
 - 5.3. **Pricing for usage-based subscriptions**. Pricing is determined monthly based on the Customer’s actual usage of the Online Services during the past month based on the Microsoft

rates in effect for that given month and Customer's separately negotiated price with Dell. Applicable monthly Microsoft rates can be consulted at <https://azure.microsoft.com/en-us/pricing/>. Customer can contact its Dell sales representative at any time for more information on pricing.

6. Invoicing

6.1. Invoicing for license-based subscriptions. License-based subscriptions are invoiced based on the number of user or device licences or Seats (the "Seats") purchased, regardless of whether purchased Seats are used.

6.1.1. **Frequency.** Invoicing frequency is defined at the time of subscription to the Online Services. Customer will choose between a monthly payment option or, on selected offers, an upfront annual payment option. Once the invoicing frequency is selected, it cannot be modified. Offers covered under the same subscription cannot be subject to different invoicing frequencies, either monthly or annual invoicing shall apply. Under the same subscription, additional Offerings will apply the same invoicing frequency as the main Offering to which Customer initially subscribed.

6.1.2. **Monthly Invoicing.** Invoicing of the Online Services takes place in 12 monthly instalments per annual subscription. Customer is invoiced in advance for the upcoming month for license-based services (based on the Seats used at the end of previous month). For Office 365 subscriptions, billing will occur on the 1st of each month, for Azure services, invoicing will take place on the 9th of the month. If any change in the number of Seats took place during the past month, Customer's invoice will be adjusted proportionally in arrears for any such changes).

6.1.3. **Annual Upfront Invoicing.** Customer is invoiced upfront for a one (1) year period. Invoice amount is calculated based on the number of monthly periods between the date of the order and the anniversary date of the subscription. For each order placed during a monthly period, whether the order is made on the 1st or another day during the period, the entire month's price is chargeable.

6.2. Invoicing of usage-based subscriptions. Usage-based subscriptions are invoiced in arrears based on Customer's actual monthly consumption of the Online Services.

7. Payment methods.

7.1. Blanket Purchase Order. Customer may issue a Blanket Purchase Order (the "Blanket PO"). The Blanket PO must include the following information:

- Pricing;
- the beginning and end date of the subscription period;
- Relevant Dell quote number covered by the Blanket PO.

7.2. Credit card. Credit card details must be provided at the time of the initial purchase. Subsequent renewals will be charged to that payment method of record provided by Customer at the time of initial purchase.

7.3. To ensure continuity of the service, it is the Customer's responsibility to update or provide new payment method details, if the information on record becomes invalid. Failure to provide a valid payment method in a timely manner, may lead to the suspension or cancellation of your subscription. Neither Dell nor Microsoft will be held liable for any consequences derived from the interruption of the services caused by Customer's failure to provide a valid payment method.

7.4. Changes to payment methods. Customer may change payment method from Blanket PO to credit card by accessing the Dell Digital Locker. For further detail on changes in payment methods, contact the following mailbox: UK_CSMB_CC_POST@Dell.com.

8. Adjustments

8.1. Licensed-based subscriptions

8.1.1. **Monthly Invoicing.** Amounts invoiced will be calculated pro-rata based on the number of additional Seats per days as calculated by Microsoft. Customer manages the number of Seats on the Dell Cloud Portal available at: <https://uk-cp.cloudstore.dell.com/servlet/Turbine/frm/single/>

8.1.2. **Annual Upfront Invoicing.** Increases in Seats are allowed at any time. To manage the number of Seats Customer must contact a Dell sales representative.

8.1.3. **Reduction of Seats for Annual Upfront Invoicing.** Decreases in Seats are allowed only on the subscription's anniversary date. Customer must notify its decrease request five (5) days prior to the subscription's annual anniversary date at the latest. For more information on these options, please contact your Dell sales representative.

8.2. Usage-based subscriptions. Customer may adjust, increase or decrease usage capacity at any time. Invoicing will be monthly in arrears based on actual monthly consumption of services.

9. Termination

Customer may terminate a subscription at any time provided prior written notice is given to Dell via email to your Dell Sales representative and via email to the following email address: MS_CSP_EMEAOPS@Dell.com. Notice must be provided to Dell no later than five (5) calendar days before planned termination date. Online Services will be suspended on the planned termination date. For subscriptions invoiced monthly, any monthly period in progress will be billed in its entirety even if planned termination date takes place before the end of the monthly period. Customer will not be entitled to any reimbursement for the remainder of the billable month following termination.

9.1. Licensed-based subscriptions

9.1.1. **Monthly Invoicing.** If planned termination date occurs before the end of a given monthly period, Customer is not eligible for any cancellation credit or reimbursement whatsoever for the remaining amount of time in the current monthly period. Customer is not eligible for any cancellation credit or reimbursement if termination takes place before the end of the monthly period for any decrease in the number of Seats.

9.1.2. **Annual Upfront Invoicing.** Customer may not terminate this Agreement for Services under annual upfront invoicing after the first 30 days following activation and until the end of the subscription's twelve (12) month period. During the first 30 days following activation of the Service, Customer may terminate this Agreement following notification to Dell and receive a full refund for the Services terminated. In case of termination of an annual upfront subscription, Customer will not be entitled to any reimbursement, cancellation credit or payment for the remainder of the original subscription period. In case of termination of an annual upfront subscription, Customer will not be entitled to any reimbursement, cancellation credit or payment for the remainder of the original subscription period.

9.2. Usage-based subscriptions. Regardless of planned termination date, Customer is invoiced as usual based on actual consumption of the Online Service during the last monthly cycle and up until the planned termination date. Online Services will be suspended on the planned termination date.

10. Renewals

Dell will notify Customer of the subscription's anniversary at least thirty (30) days prior to the subscription's anniversary date. At least twenty (20) Days prior to the subscription anniversary date, Dell will provide Customer with the revised subscription pricing for the next twelve (12) month period based on the Microsoft rates available at the time of the quotation.

If Online Services terms have been modified by Microsoft or by Dell, Customer may be requested to accept new, supplemental or modified terms to pursue utilization of the Online Services.

If Customer does not meet all of the above-listed requirements for renewals, and in particular submission of a valid PO and acceptance of any revised terms, Customer access to the Online Services may be suspended or terminated on the anniversary date.

11. Microsoft additional terms

11.1. The Microsoft Online Services may be modified at any time and for any reason including, but not limited to: to address your needs or otherwise address competitive demands, to respond to a

government regulation, order, or law, or to advance innovation in its Microsoft Online Services offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Microsoft Online Services.

- Early termination of Microsoft Online Services may incur an early termination charge.
- Upon termination, you will have ninety (90) days to migrate your data to either a new Microsoft Online Service or some other service. You may incur a charge for Microsoft's assistance in migrating your data.
- At any time during the term of this Agreement, Microsoft may terminate your status as a customer. If you are terminated as a customer, Dell reserves the right to invoice you for the Microsoft Online Services that you ordered before termination.
- At any time during this Agreement, Microsoft may revise the terms or require a new agreement to be entered for MS CSP Services.

12. Onboarding.

Access to and use of the Microsoft Online Services will begin once the Customer has been fully on-boarded.

13. Cancellation.

Dell reserves the right to cancel orders because of pricing, typing or other errors.

14. Acceptance and contracting language. By issuing a purchase order, Customer:

14.3. Acknowledges having read, and agrees to be bound by, these Microsoft Cloud backed with Dell Terms and Conditions;

14.4. Agrees to pay Dell directly for any applicable charges for the Services described herein;

15. You may contact your Dell sales representative for assistance with obtaining a copy of any of the documents referenced in this Agreement.