



Dell Cloud Solution Provider Microsoft Online Services Terms & Conditions for Usage Based Subscriptions

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “**TERMS**”) GOVERN YOUR PURCHASE OF USAGE BASED MICROSOFT ONLINE SERVICES SUBSCRIPTIONS WHICH INCLUDE MICROSOFT AZURE SERVICES SUBSCRIPTIONS AND RELATED SERVICES THROUGH DELL’S CLOUD SOLUTION PROVIDER (“**CSP**”) PROGRAM:

- THE TERMS AND CONDITIONS SET FORTH IN THE “DELL CLOUD SOLUTIONS AGREEMENT” LOCATED AT WWW.DELL.COM/CLOUDTERMS (THE “**CLOUD SOLUTIONS AGREEMENT**”);
- THE “MICROSOFT AZURE FROM DELL SERVICE DESCRIPTION” AVAILABLE AT [HTTPS://WWW.DELL.COM/LEARN/US/EN/USCORP1/LLEGAL_DOCS/MICROSOFT-AZURE-CLOUD-SERVICES-EN.PDF](https://WWW.DELL.COM/LEARN/US/EN/USCORP1/LLEGAL_DOCS/MICROSOFT-AZURE-CLOUD-SERVICES-EN.PDF) (THE “**MICROSOFT AZURE SERVICE DESCRIPTION**”), WHICH DESCRIBES THE SUPPORT AND RELATED SERVICES PROVIDED BY DELL FOR THE SUBSCRIPTIONS;
- THE [MICROSOFT CUSTOMER AGREEMENT](#), AS REFERENCED IN SECTION 5, BELOW; AND
- THESE DELL CLOUD SOLUTION PROVIDER MICROSOFT ONLINE SERVICES TERMS & CONDITIONS FOR USAGE BASED SUBSCRIPTIONS, WHICH PROVIDE YOU WITH DELL’S TERMS AND CONDITIONS GOVERNING THE ACQUISITION OF YOUR SUBSCRIPTIONS (“**DELL CSP MICROSOFT USAGE BASED SUBSCRIPTION TERMS**”);
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THE CLOUD SOLUTIONS AGREEMENT, THE MICROSOFT AZURE SERVICE DESCRIPTION AND THE MICROSOFT CUSTOMER AGREEMENT ARE INCORPORATED BY REFERENCE IN THEIR ENTIRETY HEREIN.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THESE TERMS OR ACCESSING OR USING THE SUBSCRIPTIONS. **BY PLACING AN ORDER FOR SUBSCRIPTIONS, CLICKING/CHECKING THE “I AGREE” BUTTON OR BOX OR SIMILAR IN CONNECTION WITH YOUR PURCHASE, ACCESSING OR USING THE SUBSCRIPTIONS, YOU ACCEPT AND AGREE TO THESE TERMS.** IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS, DO NOT SUBSCRIBE TO, ACCESS, OR USE THE SUBSCRIPTIONS.

1. **Subscription Types and Billing Options**

The Subscriptions are available in one of the following options:

a. **Pay-as-you-go**

There is no Subscription Term if you enroll in the pay-as-you-go Subscription type. You will be billed monthly in arrears based on your use of the Azure Services (as defined in the Microsoft Azure Service Description) during the applicable month.

b. **Azure Reserved Instances**

Azure Reserved Instance (“RI”) is a Subscription option that allows you to reserve Azure Services in advance for a one (1) or three (3) year period (each, a “**Subscription Term**”). By committing to a RI, you commit to use a specific instance type and size in a specific region for the duration of the chosen Subscription Term. Pricing will be based on your selected Service and Subscription Term.

You may pay for your RI Subscription in two ways:

i. **Upfront**

You will be billed at origination of your Subscription and shall make a one-time payment in full for the Subscription Term you ordered.

ii. **Monthly**

You will be billed in arrears and shall pay for the Subscription Term you ordered in equal monthly payments throughout the duration of the Subscription Term.

c. **Azure Savings Plan**

Azure Savings Plan (“**Azure Savings Plan**”) is a Subscription option that allows you to commit to a specific amount of Azure Services usage over a one (1) or three (3) year Subscription Term. The commitment is measured in monetary terms (the “**Commitment Amount**”). The Commitment Amount is based on the average monthly cost of the Azure Services you select. Any usage beyond the Commitment Amount is billed at the then-current pay-as-you-go rates. Azure Savings Plans are not tied to specific virtual machines or instances. The Commitment Amount can be consumed against other eligible Azure Services.

You may pay for your Azure Savings Plan Subscription in two ways:

i. **Upfront**

You will be billed at origination of your Subscription and shall make a one-time payment in full for the Subscription Term you ordered.

ii. **Monthly**

You will be billed in arrears and shall pay for the Subscription Term you ordered in equal monthly payments throughout the duration of the Subscription Term.

2. **Cancellation, Refunds and Exchange Policies**

a. **Pay-as-you-go**

You may cancel pay-as-you-go Subscriptions at any time.

b. **Azure Reserved Instances**

Exchanges :

- i. You can return multiple existing RIs to purchase one new RI of the same instance or virtual machine type ("**Exchange**"). You may not exchange an existing RI of one type for another.
- ii. Your Exchange will be processed as a refund and a repurchase – different transactions are created for the cancellation and the new RI purchase. The unused prorated RI amount is refunded for the RI that is traded in. You will be charged fully for the new purchase. The prorated RI amount is the daily prorated residual value of the RI being returned.
- iii. The new RI Subscription Term must be equal or greater than the returned RIs remaining Subscription Term.
- iv. The new RI purchased as part of Exchange will have a new Subscription Term starting from the time of effective date of the Exchange.
- v. There are no penalties or annual limits for Exchanges.
- vi. There are no Exchanges available for the following RI types: compute reservations - Azure Reserved Virtual Machine Instances, Azure Dedicated Host reservations, and Azure App Services reservations - purchased on or after January 1, 2024.

Cancellations and Refunds

- i. You may cancel your RI Subscription at any time. Your early cancellation of the Subscription during the Subscription Term may incur in early cancellation fees. You are entitled to refund up to 50,000 USD in a 12-month rolling window ("**Refund Limit**");
- ii. Refunds that result from an Exchange don't count against the Refund Limit; and
- iii. Refunds are calculated based on the lower price of either your purchase price or the current price of the RI.

c. Azure Savings Plan

There are no cancellations, Exchanges or refunds for the Azure Savings Plan.

3. **Auto Renewal**

- a. You may opt-in to automatically renew your RI or Azure Savings Plan Subscription at any time.
- b. If you opt-in to auto-renewal more than thirty (30) days before the end of the then-current Subscription Term, the price for the new RI Subscription will be communicated to you thirty (30) days before the end of your then-current Subscription Term. The price of the new RI Subscription might change between the time of the communication and the start of your new RI Subscription Term. In such case, your renewal will not be processed until you place a new RI Subscription order.

4. **Suspensions**

- a. Your Subscription(s) may be suspended if your account becomes past due. In the event of a suspension, you will remain responsible for all payments due for your full Subscription Term.

- b. You must update your payment method and make your account current before the end of your Subscription Term.
- c. You agree to be bound to all applicable Terms for your Subscriptions during your suspended state for the duration of your Subscription Term.

5. **Microsoft Online Terms and Conditions**

By placing an order for Subscriptions or accessing or using the Subscriptions, you acknowledge that your use of the Azure Services is subject to the [Microsoft Customer Agreement](#). In addition, you also acknowledge that your use of the Azure Services is subject to the to the additional terms set forth below as established by Microsoft. You hereby accept and agree to comply with the Microsoft Customer Agreement and the additional terms below.

- Microsoft may modify the Azure Services or may release a new version of the Azure Services 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 Azure Services offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Azure Services.
- Upon cancellation, you will have ninety (90) days to migrate your data to either new Azure Services or to some other service. You may incur an additional charge for Microsoft's assistance in migrating your data.
- , Microsoft may terminate your status as a customer at any time. If you are terminated as a customer, Dell reserves the right to invoice you for the Azure Services that you ordered before termination.
- Microsoft can change the terms or require a new agreement at any time.
- You are eligible for Service Level Agreement credits not to exceed the invoiced amount during the period for which you claimed a credit.

6. **Miscellaneous**

- a. Dell reserves the right to cancel orders as a result of pricing or other errors.
- b. You are required and agree to adhere to these Terms, which may be updated from time to time. By renewing, modifying, extending or continuing to utilize the Subscription(s) beyond the initial Subscription Term, the Subscriptions will be subject to the then-current Terms available at: https://i.dell.com/sites/csdocuments/Legal_Docs/en/offeringspecifictermstable.pdf. You may also contact your Dell sales representative for assistance with obtaining a copy of any of these documents referenced herein.
- c. To the extent that you have a previously signed agreement with Dell that explicitly authorizes the sale and use of these Subscriptions and there is a conflict with any of the terms in the Dell CSP Microsoft Usage Based Subscription Terms, the Microsoft Azure from Dell Service Description or the Microsoft Customer Agreement, the terms of this Dell CSP Microsoft Usage Based Subscription Terms, Microsoft Azure from Dell Service Description and Microsoft Customer Agreement will prevail.