



Dell Cloud Solution Provider (CSP) Microsoft Online Services Terms & Conditions for Seat Based Subscriptions, and Usage Based subscriptions

You are subject to the terms and conditions governing your purchase of Microsoft Online Services Seat Based Subscriptions which may include Microsoft 365, Office 365, Dynamics 365, and Power Platform, and usage-based subscriptions, ("**Subscriptions**") purchased through Dell's Cloud Solutions Provider ("**CSP**"). The following guide provides you with Dell's terms and conditions which govern the purchase of your Subscriptions from Dell along with Microsoft's terms and conditions which govern your use of the Subscriptions under Microsoft New Customer Experience program ("**NCE**") (collectively referred to as the "**Agreement**").

I. Dell Cloud Solution Provider (CSP) Subscriptions Terms & Conditions – New Commerce Experience (NCE)

For new Commercial Subscriptions effective from March 10, 2022 or existing Commercial Subscriptions migrated to NCE on the next renewal of the existing Commercial Subscriptions (or any date up to and including July 1, 2022 if the renewal occurs between March 10, 2022 and July 1, 2022).

II. Dell Cloud Solution Provider (CSP) Subscriptions Terms & Conditions

For all non-Commercial* Subscriptions purchased through Dell's CSP program until further notice, and Commercial Subscriptions purchased prior to March 10, 2022.

** Non -Commercial in this context means Government, education/academic, and charity/nonprofit offers.*

I. Dell Cloud Solution Provider (CSP) Subscriptions Terms & Conditions – New Commerce Experience (NCE)

THESE TERMS AND CONDITIONS (THE “**TERMS**”) APPLY TO SUBSCRIPTIONS THROUGH DELL’S CSP PROGRAM AS PART OF THE NEW COMMERCE EXPERIENCE (“**NCE**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THESE TERMS OR ACCESSING OR USING THE SUBSCRIPTIONS (“SUBSCRIPTION” OR “SERVICES”). BY PLACING AN ORDER FOR SUBSCRIPTIONS OR 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. Your use of Subscriptions reflected on your Dell account are subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> (the “**Cloud Solutions Agreement**”) and the Microsoft 365 from Dell Service Description available at <http://www.dell.com/learn/us/en/04/service-contractssaas-cloud-services> (the “**Microsoft 365 Service Description**”). The Cloud Solutions Agreement and the Microsoft 365 Service Description are incorporated by reference in their entirety herein.
2. **Subscription Types and Billing Options**

The Subscriptions are available in one of the following subscription commitment terms (“**Subscription Term**”). Each Subscription Term allows you to lock in the price of your Subscription as available:

 - a) **Monthly Commitment**

For Subscriptions billed monthly, you will be charged monthly in advance based on the quantity of Services that you purchase.
 - b) **Annual (12 month) Commitment**

You may choose to pay for an annual Subscription, monthly, or annually in full upfront. For Subscriptions billed annually, you will be charged annually in advance based on the quantity of the Subscriptions that you purchase. If you choose to be billed monthly for your annual commitment, you will be charged monthly in advance based on the quantity of the Subscriptions that you purchase.

3. **Auto Renewal**

- a) You will be automatically opted into auto renewal upon subscribing to your Subscriptions based on the Subscription Term you have purchased.
- b) You must opt-out of auto renewal no later than five (5) days before your auto-renewal date of each Subscription. You may opt-out by logging into the self-serve portal as described in your Microsoft 365 Service Description, or, you may contact your Dell account manager for assistance.

4. **Subscription Changes**

The following applies to Monthly and Annual Commitments:

- a) You may increase the number of licenses for the Subscriptions at any time. Your fee for the additional licenses will be prorated to the next billing period and will be included on the next month's invoice. Please contact your Dell account manager for assistance.
- b) You may reduce licenses within 7 days (168hrs) of your initial order or the renewal date ("**Reduction Period**"). You will receive a full refund for any license reductions made within the Reduction Period. License reductions made after the Reduction Period will not be honored until the next Subscription Term renewal.
- c) You may either reduce licenses within the Reduction Period on your own via self-service upon purchase or renewal, or, you may contact your Dell account manager for assistance. Please be advised that you must contact your Dell account manager no later than five (5) days before your auto-renewal date for the change to be effective.

5. **Cancellations**

- a) You may terminate Subscriptions within 7 days (168hrs) of your Subscription order, both from the initial order date or the renewal date ("**Cancellation Period**"). There can be no cancellations after the Cancellation Period. When cancelling within the Cancellation Period, you will receive a full refund for the Subscriptions terminated within Cancellation Period. Your cancellation will be rejected if your cancellation request is made after the Cancellation Period. Therefore,
 - (i) Each order will have its own Cancellation Period.
 - (ii) Each Subscription renewal will have its own Cancellation Period.
- b) You may either cancel within the Cancellation Period on your own via self-service upon purchase or renewal, or, you may contact your Dell account manager for assistance.
- c) In addition to the Cancellation period, for existing Subscriptions, you may also cancel no later than five (5) days before your auto-renewal date for the cancellation to be effective. Please contact your Dell account manager for cancellation before the auto-renewal.

Microsoft Online Terms and Conditions

In addition to these Terms, the following supplemental terms and conditions of service apply solely with respect to your use of the Services purchased.

By accepting these Microsoft Terms, you acknowledge that your use of Microsoft Online Services (“**Services**”) is subject to the [Microsoft Customer Agreement](#) (the “Microsoft Customer Agreement”) which is incorporated by reference in its entirety herein. In addition, you also acknowledge that your use of the Services is subject 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 Services or may release a new version of the 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 Services offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Services.
- Upon cancellation, you will have ninety (90) days to migrate your data to either new Services or to some other service. You may incur an additional 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 Services that you ordered before termination.
- At any time during this Agreement, Microsoft can change the terms or require a new agreement.
- You are eligible for Service Level Agreement credits (as defined in the Microsoft Customer Agreement) 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 to adhere to the terms and conditions which may be updated from time to time. You may contact your Dell sales representative for assistance with obtaining a copy of any of these documents.

II. Dell Cloud Solution Provider (CSP) Subscriptions 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 Cloud Solutions Provider with Dell program (“Services” or “Subscriptions”).
2. This Agreement incorporates by reference herein the following Dell terms in their entirety:
 - 2.1. The “Dell Cloud Solutions Agreement” ([Cloud Solutions Agreement - Ireland | Dell Ireland](#));
 - 2.2. The “Microsoft Cloud backed with Dell” service description (the “Service Description”) available at <https://www.dell.com/learn/us/en/uscop1/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 “**Services**”). Customer can subscribe to one or more of the following subscription offers (the “**Offering(s)**”):
 - 4.1. **License-based Subscriptions (Commitment Offering)**: Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis 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 Subscriptions (Consumption Offering)**: Customer 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 fees 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 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 for the next annual 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 effectively 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 to.

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). 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 any another day of 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;
- 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. If you experience challenges to process the change via the Digital Locker, please contact our Customer Care specialist via [Order Support | Dell Ireland](#).

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://ie-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 done 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. Likewise, 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. Auto Renewal

10.1. You will be automatically opted into auto-renewal upon subscribing to your Subscriptions, based on the billing option elected at time of purchase.

10.2. You must opt-out of auto renewal no later than five (5) days before your auto-renewal date of each Subscription. You may opt-out by logging into the self-serve portal as described in your Microsoft 365 Service Description, or, you may contact your Dell account manager for assistance.

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 into for 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 Subscriptions – Dell CSP 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.