



Microsoft Online Services Terms & Conditions

THESE TERMS AND CONDITIONS (THE "TERMS") APPLY TO SEAT BASED LICENSES FOR MICROSOFT ONLINE SERVICES. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THESE TERMS OR ACCESSING OR USING THE SERVICES. BY PLACING AN ORDER FOR THE SERVICES OR ACCESSING OR USING THE SERVICES, 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 SERVICES.

1. Your use of the Microsoft Online Services reflected on your Office 365 with Dell account and any changes or additions to the Microsoft Online Services that you purchase from Dell (collectively, the "Services") are subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> (the "Cloud Solutions Agreement") and the Office 365 with Dell – Service Description available at <http://www.dell.com/learn/us/en/04/service-contracts-saas-cloud-services> (the "Office 365 Service Description"). The Cloud Solutions Agreement and the Office 365 Service Description are incorporated by reference in their entirety herein.
2. You are purchasing a Subscription to Microsoft Online Services. "Microsoft Online Services" means any of the currently available Microsoft-hosted online services offered by Dell that you Subscribe to under these Terms, which may include Microsoft Dynamics Online Services, Office 365 Services, or Microsoft Intune Online Services. "Subscription" means an order for a quantity of Microsoft Online Services for a defined Term (e.g., 1 year). You can purchase your Services in one of the following billing formats (as available):
 - a) For Services billed monthly, you will be charged monthly in advance based on the quantity of Microsoft Online Services that you purchase. You may terminate Services that are billed monthly at any time. Currently, Microsoft does not have an early termination charge, however that is subject to change and termination charges may be charged in the future. Any usage before termination will be billed on the next scheduled invoice date. In order to avoid being billed for the upcoming month, Dell must receive your termination notice no later than the 25th day of the month.
 - b) For Services billed annually, you will be charged annually in advance based on the quantity of Microsoft Online Services that you purchase. During the Term, if you order additional Service units for Services that you already Subscribe to and those Services are billed annually, your charge for those additional Services will be prorated. During the first 30 days of an annual Subscription, you may terminate Services that are billed annually and receive a full refund for the Services terminated. If you terminate Services after the first 30 days, no credit or refund will be provided for the unused period.

3. Additional services and optional services, such as point-of-need support, installation, consulting, and professional or training services, may be available for purchase from Dell and subject to a separate service description or supplemental terms of service. In the absence of separate terms, such services are provided pursuant to these Terms. Office 365 Services are more fully described at <http://www.dell.com/learn/us/en/04/campaigns/o3650126-1424?c=us&l=en&s=bsd>.
4. In addition to these Terms, the following supplemental terms and conditions of service apply solely with respect to your use of Microsoft Online Services purchased.

By accepting these Terms, you acknowledge that your use of Microsoft Online 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 Microsoft Online 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 Microsoft Online Services or may release a new version of the Microsoft Online 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 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.
 - Upon cancellation, 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 can change the terms or require a new agreement.
 - You are eligible for Service Level Agreement credits not to exceed the invoiced amount during the period for which you claimed a credit.
5. Access to and use of the Microsoft Online Services will begin once you have been onboarded. You may contact your Dell sales representative at any time for pricing information.
 6. Dell reserves the right to cancel orders as a result of pricing or other errors.
 7. You may contact your Dell sales representative for assistance with obtaining a copy of any of these documents.