



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

You are subject these 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 subscriptions (“**Subscriptions**”). The following 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.

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

For Subscriptions purchased through Dell’s CSP NCE program or Subscriptions transitioned to NCE.

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

For all Subscriptions not purchased through Dell’s CSP NCE program.

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

For Subscriptions purchased through Dell's CSP NCE program or Subscriptions transitioned to NCE.

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “**TERMS**”) GOVERN YOUR PURCHASE OF SUBSCRIPTIONS AND RELATED SERVICES THROUGH DELL'S CSP PROGRAM AS PART OF MICROSOFT'S NEW COMMERCE EXPERIENCE (“**NCE**”):

- THE TERMS AND CONDITIONS SET FORTH IN THE “DELL CLOUD SOLUTIONS AGREEMENT” LOCATED AT WWW.DELL.COM/CLOUDTERMS (THE “**CLOUD SOLUTIONS AGREEMENT**”);
- THE MICROSOFT 365 FROM DELL SERVICE DESCRIPTION AVAILABLE AT [HTTPS://1.DELL.COM/SITES/CSDOCUMENTS/LEGAL_DOCS/EN/US/MICROSOFT-365-FOR-DELL-SD-EN.PDF](https://1.DELL.COM/SITES/CSDOCUMENTS/LEGAL_DOCS/EN/US/MICROSOFT-365-FOR-DELL-SD-EN.PDF) (THE “**MICROSOFT 365 FROM DELL SERVICE DESCRIPTION**”) WHICH DESCRIBES THE SUPPORT AND RELATED SERVICES PROVIDED BY DELL FOR THE SUBSCRIPTIONS;
- THE **MICROSOFT CUSTOMER AGREEMENT**, AS REFERENCED IN SECTION 6, BELOW; AND
- THESE DELL CLOUD SOLUTION PROVIDER MICROSOFT ONLINE SERVICES TERMS & CONDITIONS FOR SEAT BASED SUBSCRIPTIONS, WHICH PROVIDE YOU WITH DELL'S TERMS AND CONDITIONS GOVERNING THE ACQUISITION OF YOUR SUBSCRIPTIONS (“**DELL CSP MICROSOFT SEAT BASED SUBSCRIPTION TERMS**”).

THE CLOUD SOLUTIONS AGREEMENT, THE MICROSOFT 365 FROM DELL SERVICE DESCRIPTION AND THE MICROSOFT CUSTOMER AGREEMENT ARE INCORPORATED BY REFERENCE IN THEIR ENTIRETY HEREIN.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING, ACCESSING OR USING THE SUBSCRIPTIONS. **BY PLACING AN ORDER, CLICKING/CHECKING THE “I AGREE” BUTTON, 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 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 each Subscription that you purchase.

- b) **Annual (12 month) Commitment**
You may choose to pay for annual Subscriptions monthly or annually, in full upfront. For Subscriptions billed annually, you will be charged in advance based on the quantity of each Subscription 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 each Subscription that you purchase.
- c) **Triennial (36 month) Commitment**
You may choose to pay for triennial Subscriptions annually or full term upfront. For Subscriptions billed for the full term upfront, you will be charged in advance based on the quantity of each Subscription that you purchase. If you choose to be billed annually for your triennial commitment, you will be charged annually in advance based on the quantity of each Subscription that you purchase. Only qualified offers are available in triennial commitment.

2. **Subscription Changes**

The following applies to Monthly, Annual and Triennial 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.
- b) You may reduce licenses within seven (7) days of your initial order or a renewal period ("Reduction Period"). You will receive a refund for any license reductions made within the Reduction Period. License reductions after the Reduction Period will not be allowed until the next Subscription Term renewal.
- c) You may reduce licenses within the Reduction Period on your own via self-service upon purchase or renewal.
- d) You may upgrade all or part of your Subscriptions. Only qualified Subscriptions are allowed to be upgraded. The list of products you are eligible to upgrade to is defined by Microsoft. The upgraded Subscription will have the same Subscription Term and will maintain the billing option of the original Subscription.

3. **Cancellations**

- a) You may cancel your Subscriptions within seven (7) days of your Subscription order ("**Cancellation Period**"). There can be no cancellations after the Cancellation Period. When cancelling within the Cancellation Period, you will receive a refund for the Subscriptions terminated within Cancellation Period. Your cancellation will be rejected if your cancellation request is made after the Cancellation Period.
- b) Each order will have its own Cancellation Period.
- c) Each Subscription renewal will have its own Cancellation Period.
- d) You may cancel your Subscriptions within the Cancellation Period on your own via self-service upon purchase or renewal.

4. **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 From Dell Service Description.

5. **Suspensions**

- a) Your Subscriptions may be suspended if your account becomes past due and 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. If your Subscriptions expire at the end of the Subscription Term, you will have to repurchase a new Subscription.
- c) You agree to be bound to all applicable Terms for your Subscriptions during your suspended state for the duration of your Subscription Term.

6. **Microsoft Online Terms and Conditions**

By placing an order, accessing or using the Subscriptions, you acknowledge that your use of the Subscription(s) is subject to the [Microsoft Customer Agreement](#). In addition, you agree and acknowledge that your use of the Subscription(s) is subject to the to the additional terms set forth below as required by Microsoft.

- Microsoft may modify the Subscriptions or may release a new version of the Subscriptions 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 Subscription offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Subscriptions.
- Upon cancellation, you will have ninety (90) days to migrate your data to either new Subscription 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 Subscriptions 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.

7. **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 contact your Dell sales representative for assistance with obtaining a copy of any of these documents.
- 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 terms in the Dell CSP Microsoft Seat Based Subscription Terms, the Microsoft 365 From Dell Service Description or the Microsoft Customer Agreement, the terms in the Dell CSP Microsoft Seat Based Subscription Terms, the Microsoft 365 From Dell Service Description and the Microsoft Customer Agreement will prevail.

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

For all Subscriptions not purchased through Dell's CSP NCE program.

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- THE **MICROSOFT CUSTOMER AGREEMENT**, AS REFERENCED IN SECTION 4, BELOW; AND
- THESE DELL CLOUD SOLUTION PROVIDER MICROSOFT ONLINE SERVICES TERMS & CONDITIONS FOR SEAT BASED SUBSCRIPTIONS, WHICH PROVIDE YOU WITH DELL'S TERMS AND CONDITIONS GOVERNING THE ACQUISITION OF YOUR SUBSCRIPTIONS ("**DELL CSP MICROSOFT SEAT BASED SUBSCRIPTION TERMS**").

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1. **Subscription Term and Billing Options**

The Subscriptions are available for one year term, which allows you to lock the price of your Subscription for the term of each subscription. The Subscriptions are available in one of the following subscription billing options.

a) **Monthly Billing**

For Subscriptions billed monthly, you will be charged monthly in advance based on the quantity of Subscription that you purchase. You may terminate Subscriptions 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.

You may also increase or decrease the number of licenses for the Subscriptions at any time. For licenses that are added, your initial fee for such licenses will be prorated and will be included on the next scheduled invoice date. For licenses that are eliminated, no credit or refund will be provided for the unused period. In order to avoid being billed for the upcoming month, you must make the reduction in the self-serve portal no later than the 25th day of the month.

b) **Annual (12 month) Billing**

For Subscriptions billed annually, you will be charged annually in advance based on the quantity of the Subscription that you purchase. During the Subscription term, if you order additional licenses for the Subscription that you already subscribe to, your charge for those additional licenses will be prorated to the end date of the annual Subscription term. During the first 30 days of an annual Subscription, you may terminate Subscriptions that are billed annually and receive a full refund for the terminated Subscriptions. If you terminate a Subscription after the first 30 days, no credit or refund will be provided for the unused period.

c) **Special Subscription Terms for Microsoft 365 A1 for Device**

- For Subscriptions for Microsoft 365 A1 for Device, the Subscription Term is six (6) years from the date of your order. If a device is refreshed earlier than six years, a new license must be procured.
- If you continue to use your device after the six-year Subscription Term, you may continue to use the license of your original license agreement under which Microsoft 365 A1 for Device was purchased. The terms of the license agreement will survive as necessary for the duration of the Microsoft 365 A1 for Device.
- Subscriptions for Microsoft 365 A1 for Device may not be cancelled. Upon permanent hardware failure of the device, reassignment to a new device of the same model (or equivalent manufacturer-provided replacement) may be granted to the originally designated Subscription for the Microsoft 365 A1 for Device Subscription.

2. **Auto Renewal**

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

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

c) Auto Renewal is not available for Microsoft 365 A1 for Device Subscriptions.

3. **Microsoft Terms and Conditions**

By placing an order or accepting or using the Subscriptions, you acknowledge that your use of the Subscription(s) is subject to the [Microsoft Customer Agreement](#). In addition, you agree and acknowledge that your use of the Subscription(s) is subject to the additional terms set forth below as required by Microsoft.

- Microsoft may modify the Subscriptions or may release a new version of the Subscriptions 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 Subscription offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Subscriptions.
- Upon cancellation, you will have ninety (90) days to migrate your data to either a new Subscription or some other service. You may incur a 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 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.

4. **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 the 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 contact your Dell sales representative for assistance with obtaining a copy of any of these documents.
- c. To the extent that any 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 terms in the Dell CSP Microsoft Seat Based Subscription Terms, the Microsoft 365 From Dell Service Description or the Microsoft Customer Agreement, the terms in the Dell CSP Microsoft Seat Based Subscription Terms and the Microsoft 365 From Dell Service Description and Microsoft Customer Agreement will prevail.