Dell Cloud Solution Provider (CSP) Microsoft Online Services Terms & Conditions

You are subject to the terms and conditions below 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 such as Microsoft Azure, ("**Subscription(s)**") purchased through Dell's Cloud Solutions Provider Program ("**CSP**").

I. Dell Cloud Solution Provider (CSP) Seat Based 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) Seat Based Subscriptions Terms & Conditions

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

III. Dell Cloud Solution Provider (CSP) Usage Based Subscriptions Terms & Conditions

I. Dell Cloud Solution Provider (CSP) Seat Based 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 SEAT BASED SUBSCRIPTIONS WHICH MAY INCLUDE MICROSOFT 365, OFFICE 365, DYNAMICS 365, AND/OR POWER PLATFORM 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 "COMMERCIAL TERMS OF SALE" LOCATED AT HTTP://WWW.DELL.COM/ONLINETERMSTABLE FOR THE LOCATION OF THE DELL ENTITY ON THE ORDER (THE "**CTS**");
- THE CLOUD SUBSCRIPTION SCHEDULE TO THE CTS LOCATED AT CLOUD SUBSCRIPTIONS SCHEDULE TO THE COMMERCIAL TERMS OF SALE | DELL USA (THE "**CS SCHEDULE**")
- THE MICROSOFT 365 FROM DELL SERVICE DESCRIPTION AVAILABLE AT HTTPS://I.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 CTS, CS SCHEDULE, 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

If available, 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 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.

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. Partner-to-Partner Transfers

a) Dell does not approve partner-to-partner transfers of Subscription(s) purchased through Dell through Microsoft's partner-to-partner transfer mechanism or any similar process ("**Partner Transfer**"). Your commitment to the applicable Subscription Term remains in effect for the full duration of such term, and you shall remain responsible for all fees and other obligations associated with the Subscription for the entirety of the committed term.

b) If you wish to transition to another CSP partner, you may do so by:

(i) opting out of auto-renewal no later than five (5) days before your renewal date, allowing your Subscription Term to expire naturally; or

(ii) exercising any cancellation rights available under these Terms or applicable law.

In either case, you remain responsible for all charges at the end of the Subscription Term or the effective cancellation date, as applicable. Dell shall not be liable for any service disruption or inability to provide replacement services arising from your compliance with this Section.

7. 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.

a) 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.

b) 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.

c) 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.

d) Microsoft can change the terms or require a new agreement at any time.

e) You are eligible for Service Level Agreement credits not to exceed the invoiced amount during the period for which you claimed a credit.

8. 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: SaaS and Cloud Services. 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) Seat Based Subscriptions Terms & Conditions

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

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE "**TERMS**") GOVERN YOUR PURCHASE OF MICROSOFT 365, OFFICE 365, DYNAMICS 365, AND/OR POWER PLATFORM SUBSCRIPTIONS AND RELATED SERVICES THROUGH DELL'S CSP PROGRAM:

- THE TERMS AND CONDITIONS SET FORTH IN THE "COMMERCIAL TERMS OF SALE" LOCATED AT HTTP://WWW.DELL.COM/ONLINETERMSTABLE FOR THE LOCATION OF THE DELL ENTITY ON THE ORDER (THE "**CTS**");
- THE CLOUD SUBSCRIPTION SCHEDULE TO THE CTS LOCATED AT CLOUD SUBSCRIPTIONS SCHEDULE TO THE COMMERCIAL TERMS OF SALE | DELL USA (THE "**CS SCHEDULE**")
- THE MICROSOFT 365 FROM DELL SERVICE DESCRIPTION AVAILABLE AT HTTPS://I.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;
- 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 CTS, CS SCHEDULE, 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 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.

2. Special Subscription Terms for Microsoft 365 A1 for Device

a) 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.

b) 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.

c) 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.

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

3. 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.

4. Partner-to-Partner Transfers

a) Dell does not approve partner-to-partner transfers of Subscription(s) purchased through Dell through Microsoft's partner-to-partner transfer mechanism or any similar process ("**Partner Transfer**"). Your commitment to the applicable Subscription Term remains in effect for the full duration of such term, and you shall remain responsible for all fees and other obligations associated with the Subscription for the entirety of the committed term.

b) If you wish to transition to another CSP partner, you may do so by:

(i) opting out of auto-renewal no later than five (5) days before your renewal date, allowing your Subscription Term to expire naturally; or

(ii) exercising any cancellation rights available under these Terms or applicable law.

In either case, you remain responsible for all charges at the end of the Subscription Term or the effective cancellation date, as applicable. Dell shall not be liable for any service disruption or inability to provide replacement services arising from your compliance with this Section.

5. 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 to the additional terms set forth below as required by Microsoft.

a) 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.

b) 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.

c) 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.

d) Microsoft can change the terms or require a new agreement at any time.

e) 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 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: SaaS and Cloud Services. 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.

III. Dell Cloud Solution Provider (CSP) Usage Based Subscriptions Terms & Conditions

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 ("**SUBSCRIPTION(S)**"):

- THE TERMS AND CONDITIONS SET FORTH IN THE "COMMERCIAL TERMS OF SALE" LOCATED AT HTTP://WWW.DELL.COM/ONLINETERMSTABLE FOR THE LOCATION OF THE DELL ENTITY ON THE ORDER (THE "**CTS**");
- THE CLOUD SUBSCRIPTION SCHEDULE TO THE CTS LOCATED AT CLOUD SUBSCRIPTIONS SCHEDULE TO THE COMMERCIAL TERMS OF SALE (THE "**CS SCHEDULE**")
- THE "MICROSOFT AZURE FROM DELL SERVICE DESCRIPTION" AVAILABLE AT 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
- THE END USER LICENSE AGREEMENT FROM IT EXACT LIMITED, AS DESCRIBED IN SECTION 6, 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**");

THE CTS, THE CS SCHEDULE, CLOUD SOLUTIONS AGREEMENT, THE MICROSOFT AZURE SERVICE DESCRIPTION AND THE MICROSOFT CUSTOMER AGREEMENT ARE INCROPORATED 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 cancelation of the Subscription during the Subscription Term may incur in early cancellation fees. You are entitled to refund up to 50,000 USD (or its equivalent in local currency) 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.

a. 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.

b. 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.

c. 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.

d. Microsoft can change the terms or require a new agreement at any time.

e. You are eligible for Service Level Agreement credits not to exceed the invoiced amount during the period for which you claimed a credit.

6. Surveil SaaS Terms and Conditions

Your Subscriptions include the use of IT Exact Limited's cloud analytics platform called Surveil. The use of and access to Surveil is subject to its End User License Agreement located at https://surveil.co/eula/. By placing an order for Subscriptions or accessing or using the Subscriptions, you acknowledge and accept that your use of and access to the Subscriptions is subject to IT Exact Limited's End User License Agreement.

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: SaaS and Cloud Services. 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.