



Microsoft Partner Agreement

Core Terms

(the “**Core Terms**”)

These Core Terms govern how we work together, and, when combined with any Program-specific terms referenced in the Enrollment accepted by Microsoft and Company, also govern how we work together in the context of a specific Program. “**Microsoft**” means the entity identified in the Agreement; “**Company**” means the entity designated in an Enrollment.

Definitions

“**Confidential Information**” means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.

“**Affiliate**” means an entity that owns, is owned by, or is under common ownership with an entity. Ownership means control of more than 50% of the equity interests of, or the right to direct the management of, an entity for so long as such control exists. For clarity, the term “Microsoft Affiliate” refers to an Affiliate of Microsoft; the term “Company Affiliate” refers to an Affiliate of Company.

“**Data Protection Laws**” means any and all Laws applicable to Company or Microsoft, relating to data security, protection, privacy, or the processing of Personal Data, including, but not limited to, (where applicable) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of Personal Data and the free movement of that data (“**GDPR**”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

“**Enrollment**” means a form, document, or online enrollment process that identifies Company, as well as these Core Terms and any Program-specific terms, which collectively, along with the Enrollment itself, constitute the “**Agreement**” for purposes of that Program.

“**Excluded License**” means any license that includes the following requirement as a condition of use, modification, or distribution of any material subject to that license: such software, or anything combined or distributed with such material, is required to be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

“**Force Majeure Event**” means as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of or material change in Laws or other acts of government) that materially affect the performance under this Agreement. A Force Majeure Event does not include theft or loss, or events caused by the negligent or intentional acts or omissions of the affected party.

“Laws” means any and all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted.

“Partner Portal” means, regarding a given Program, the website(s) through which Microsoft may provide Company access to tools, documents, and communications related to that Program.

“Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Processing” means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Process” and **“Processed”** will have a corresponding meaning.

“Products” means online services, tools, software, hardware, or professional support or consulting services as defined in the Agreement.

“Program” means an engagement between Microsoft and Company under which either party may make available to the other certain rights or benefits related to using, interoperating with, integrating, sublicensing, distributing, re-selling, promoting, or marketing Microsoft’s or Company’s Products.

“Representatives” means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of a party or its Affiliate.

General

1. **Notice of Changes.** Microsoft reserves the right to unilaterally modify these Core Terms from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days’ prior notice before such changes become effective; after such time such changes to these Core Terms will become effective without further action by the parties. Any modification of these Core Terms per this provision will have prospective effect only.
2. **Relationship of the Parties.**
 - (a) **Non-Exclusive relationship.** The parties are working together on a non-exclusive basis. Engagements between the parties will not be interpreted to limit either party’s right to obtain, promote, or distribute products or services from other sources, and will not restrict either party’s freedom to set prices for its products or services.
 - (b) **Right to independent development.** Neither party is restricted from independently developing or acquiring new products or services, improving existing products or services, or marketing any new, improved, or existing products or services.
 - (c) **Independent contractors.** Any use of the term “partner” is for reference purposes only. The parties are independent contractors and do not intend to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship. Neither party nor any of its Representatives may make any representation, warranty, or promise on behalf of the other party.

- (d) **Costs.** Each party will bear its own costs of performance under the Agreement, unless otherwise specified.
- (e) **Publicity.** Except as otherwise required by Laws or as otherwise expressly authorized under the Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to the terms of the Agreement or to a party's relationship with the other party, including in client presentations or client lists, without the other party's prior written approval.

Business Integrity Principles

1. **Compliance with Laws.** Each party will conduct its respective business activities under the Agreement in full compliance with all Laws. Without limiting the foregoing, each party will:
 - (a) comply with (i) Laws that apply to the other party's Marks or to the use, transfer, import, export, or re-export of any Products licensed or distributed under the Agreement (including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations); (ii) any end-user, end-use, and destination restrictions of the U.S. and other governments; and (iii) the guidelines related to exporting Microsoft's Products at: <http://www.microsoft.com/en-us/exporting>.
 - (b) comply with all Laws (and pay the related fees and taxes that it owes) that govern environmental protection, including Laws related to use, import, collection, treatment, recovery, recycling, disposal, and reuse of Products (including packaging);
 - (c) comply with Laws that govern the rights to and protection of the other party's copyrights, Marks, patents, trade secrets, and other forms of intellectual property;
 - (d) comply with Laws that govern labor practices, human rights, and health and safety;
 - (e) obtain and maintain any required local government approvals, each at its own expense; and
 - (f) timely provide information, assistance, and cooperation (at the requesting party's commercially reasonable request and expense) as necessary to comply with Laws, or to register (or renew registration) or report to any governmental agency or certification body that regulates or certifies the use, licensing or distribution of Products.
2. **Business Conduct.** Each party will:
 - (a) conduct its business activities with integrity;
 - (b) comply with anti-corruption Laws and other Laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering;
 - (c) ensure that none of its Representatives directly or indirectly pays or offers to pay anything of value (including gifts, travel, hospitality, charitable donations, or employment) to any candidate for political office or to any official or employee (including elected officials or any private person acting on behalf of a public sector entity) of any governmental entity, public international organization, or political party, to improperly influence any act or decision of such person for the purpose of promoting the business interests of either party;
 - (d) refrain from making any unauthorized representation or commitment on behalf of the other party;
 - (e) ensure that all communications to its customers and to the other party are complete, truthful, accurate, not misleading, and include any required disclosures; and

- (f) refrain from retaliating against anyone who has, in good faith, reported a possible violation of the foregoing commitments.

3. Business Conduct Training.

- (a) Microsoft will provide regular training on anti-corruption laws and business integrity principles to its employees who resell, distribute, or market Microsoft's Products. For additional information on Microsoft's commitment to anti-corruption, see <http://www.microsoft.com/en-us/legal/compliance/anticorruption/default.aspx> and <https://www.microsoft.com/en-us/legal/compliance/anticorruption/reppolicy.aspx>.
- (b) For Company employees in a position to influence the pricing, terms, or conditions under which Microsoft's Products are distributed, resold, used, or marketed (but excluding employees engaged solely in distribution of Microsoft's Products to end consumers), Company will:
 - (i) provide regular training on anti-corruption laws and business integrity principles to its employees who use, resell, distribute, or market Microsoft's Products; or
 - (ii) ensure (and certify upon request) that such employees regularly complete online anti-corruption training made available free of charge by Microsoft at <https://partner.microsoft.com/en-us/training/required-training/>.
- (c) Company will comply with the Microsoft Partner Code of Conduct located at <https://assets.microsoft.com/Microsoft-Partner-Code-of-Conduct.pdf>.

4. Monitoring and Reporting.

If either party has a good-faith reason to believe that the other party is in violation of anti-corruption laws in connection with business or sales activity relating to the Agreement, it will notify the other party with a general description of the nature of the concern, and the reason for its belief. Company may contact Microsoft's Anti-Corruption Alias (ANTICPT@microsoft.com) or the Business Conduct Alias (BUSCOND@microsoft.com) with questions or requests for further information or guidance. The parties will confer in good faith on an appropriate and lawful approach to addressing the concern.

5. Privacy and Data Security.

- (a) With respect to any Personal Data transferred under this Agreement, Company and Microsoft agree that both Company and Microsoft are data controllers of the Personal Data that each independently processes.
- (b) The nature, purpose, and subject matter of the Processing, including the types of Personal Data and categories of Data Subjects involved, are described in the Agreement. Company will not Process Personal Data under this Agreement for any other purpose.
- (c) Without limiting the foregoing, each party will:
 - (i) comply with the obligations imposed on it under Data Protection Laws;
 - (ii) prior to obtaining information from Data Subjects, obtain their legally valid permission or have another valid legal basis to process their data and to transfer it to the other party. If obtaining user permission, such permission must comply with applicable law as valid consent;
 - (iii) establish independent procedures for managing and responding to any communication from a Data Subject seeking to exercise its rights under Data Protection Laws, including

where the other party is communicating the Data Subject request on behalf of the Data Subject;

- (iv) provide commercially reasonable assistance to the other (at the latter's expense) in responding to any requests, investigation, consultation, or claims from a Data Subject, regulator, or supervisory authority concerning Data Protection Laws;
- (v) take all measures that are required by Data Protection Laws, and in accordance with good industry practice relating to data security (including, if applicable, pursuant to Article 32 of GDPR);
- (vi) provide prominent notice of its privacy practices to Data Subjects and maintain a prominent link to an online privacy policy on each page of its website and/or in a reasonable location within its application and will ensure that each notice and policy complies with this Agreement and Data Protection Laws;
- (vii) upon termination of the Agreement, delete or return to the other all copies of Personal Data except to the extent the party has the right or obligation under applicable Data Protection Laws to retain Personal Data after termination; and
- (viii) refrain from transmitting unsolicited commercial communications in any manner that would violate Laws or that would associate either party with the other in an unauthorized manner.

Proprietary Rights

1. **Excluded License.** A party's rights to any of the other's Products under the Agreement do not include any license, right, power, or authority to subject the other's Products to any of the terms of an Excluded License. A party may use or distribute the other's Products with other material that is subject to an Excluded License only if such Products are used or distributed in a manner that does not subject, or purport to subject, such Products (or any intellectual property related to the Products) to the terms of an Excluded License.
2. **Proprietary Notices.** Neither party will remove any copyright, trademark, patent, or similar notices from the other party's materials without express written consent from the other party.
3. **Use of Marks.** Except as expressly provided in the Agreement, or any separate license agreement that is incorporated into the Agreement by reference, the Agreement does not grant either party any right, title, interest, or license in or to any of trademarks, trade names, trade dress, or logos (collectively, "**Marks**") of the other party. Company may use Microsoft's corporate name, Microsoft's Product names, and trademarks ("**Microsoft Marks**") in plain text (but not logos, trade dress, designs, or word marks in stylized form) to accurately identify and refer to Microsoft and its technology and services. However, in making such references, Company must refrain from use that is likely to cause confusion about Company's relationship with Microsoft and must comply with Microsoft's usage guidelines at: <https://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/EN-US.aspx>. Company will promptly correct any misuse on notice from Microsoft.
4. **No Reverse Engineering.** Both parties agree not to reverse engineer, decompile, or disassemble any of the other party's Products, except and only to the extent expressly permitted by Laws.
5. **Antipiracy.** Each party will implement and enforce reasonable internal controls to prevent unauthorized access to (or manufacture, duplication, distribution, delivery, or use of)

counterfeit, stolen, pirated, or unlicensed technology or products and services of the other party by the party's Representatives and Affiliates. Each party agrees to promptly report to the other party any suspected counterfeiting, theft, piracy, unauthorized access, or infringement of copyright, trademark, patent, or other intellectual property rights owned or licensed by the other party and agrees to promptly and reasonably cooperate with the other party in the investigation of such unauthorized activities.

6. **Reservation of Rights.** Except as otherwise expressly granted in the Agreement: (i) each party owns and retains all rights, title, or interest in and to its own respective intellectual and other proprietary rights, and neither party grants such rights to the other party whether by implication, statute, estoppel or otherwise; and (ii) all permitted use of Products is by license only, and is not subject to the "first sale" or any similar doctrine under copyright or other applicable intellectual property rights Laws. Except as otherwise expressly granted in the Agreement, any use in the Agreement of words such as "distribute," "sell," "price," "fees," or similar words is for convenience only, and not to be construed to mean that title to any underlying intellectual property rights in the Products is being transferred.

Term; Termination

1. **Term.** These Core Terms shall remain effective until terminated.
2. **Termination without Cause.** Either party can terminate these Core Terms at any time without cause, and without intervention of the courts, by giving the other party not less than thirty (30) days' prior written notice. However, if any underlying Program-specific terms require a longer period of prior notice prior to termination of such without cause (such being an "**W/O Cause Period**"), such W/O Cause Period shall apply here as well; provided that the prior notice period required to terminate without cause under this provision will not exceed one-hundred-and-fifty (150) days. Except as otherwise provided in the Agreement, neither party will have to pay the other party any costs or damages resulting from termination of these Core Terms without cause.
3. **Termination for Cause.** If a party breaches any term of these Core Terms and such breach is curable, then the breaching party shall have thirty (30) days' following written notice of such breach by the non-breaching party to cure. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate these Core Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Core Terms for the same reason as a prior breach then the other party may terminate these Core Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Core Terms immediately upon written notice to the breaching party. Either party may also terminate these Core Terms immediately upon written notice to the breaching party due to the other party's: (i) breach of the confidentiality terms, or (ii) failure to comply with the requirements and obligations outlined in the section entitled "Business Conduct". Microsoft may also terminate these Core Terms immediately upon written notice to Company due the infringement, misappropriation or violation of Microsoft's intellectual property rights. Microsoft may, in its sole discretion, deem a termination for breach of the Core Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Core Terms.

4. **Effect of Termination.** Company acknowledges that the termination of these Core Terms shall immediately, and without further action by the parties, terminate any underlying Program-specific terms.

Confidentiality

1. General Obligations.

- (a) If a separate nondisclosure agreement is in place between Microsoft and Company, such agreement will govern all Confidential Information exchanged between the parties under the Agreement.
- (b) If no such nondisclosure agreement is in effect, the following provisions apply to the parties' exchange of Confidential Information under the Agreement:
 - (i) Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its Representatives and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
 - (ii) Each party must not disclose any Confidential Information of the other for five (5) years following the date of initial disclosure; notwithstanding the foregoing, each party must not disclose any Confidential Information of the other that contains Personal Data.
 - (iii) Notwithstanding the parties' obligations set forth above, a receiving party may disclose the other party's Confidential Information if required by a court order or Laws to do so; provided that prior to disclosure, the disclosing party must seek the highest level of protection available and must give the other party reasonable prior notice when possible to allow it to seek a protective order.
 - (iv) Neither party is required to restrict the work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose in the course of working together, or what its Representatives will remember, even without notes or other aids. Neither party will bring a claim under trade secret law, or for breach of this Agreement, to the extent arising out of use of Confidential Information in such Representatives' unaided memories in the development or deployment of each party's respective products and services.

Miscellaneous

1. Applicable Law and Venue.

- (a) Each party consents to the exercise of personal jurisdiction by the applicable courts and the choice of law designated in the Agreement.
- (b) The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- (c) Either party may pursue injunctive relief against the other party in any forum (i) to protect its intellectual property rights; (ii) to enforce the confidentiality obligations of the other

party; or (iii) for the enforcement or recognition of any award or order in any appropriate jurisdiction regarding its intellectual property rights arising out of or related to the Agreement.

- (d) If either party employs attorneys to enforce any rights related to the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses if permitted by Laws.
- (e) Each party waives any right or obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.

2. **Assignment.** Microsoft may assign the Agreement (or delegate certain duties) to a Microsoft Affiliate at any time upon notice, provided that such assignment (or delegation) will not materially impair Company's rights and remedies under the Agreement. Except for such right, neither party may assign the Agreement (whether by merger, asset sale, operation of law, or otherwise) without the prior written approval of the other party (which shall not be unreasonably withheld), and any attempted assignment in violation of the Agreement shall have no effect.

3. Notices.

- (a) Legal notices under the Agreement (for example, notices related to assignment, termination, audit, and indemnification) must be in writing (which may be in electronic form if permitted by Laws) and addressed to the contacts provided by the receiving party. Legal notices from Company must be signed by an authorized representative of Company. Company agrees to receive notices at the addresses and email addresses provided by it in its Enrollment; Company agrees to keep such information current at all times. Legal notices will be deemed received seven (7) business days after notice has been sent via email, air express courier (charges prepaid), or by postal service (postage prepaid, certified or registered, prepaid recorded delivery). If permitted by the Agreement, business notices may be subject to different notice requirements or delivery methods, including delivery on a Partner Portal.
- (b) If Microsoft makes a Partner Portal available to Company in connection with a Program, Company will ensure that its relevant Representatives become familiar with the Partner Portal and consult it on a regular basis to receive communications and business notices from Microsoft. Company is solely responsible for managing which of its Representatives are authorized to access and act on the Partner Portal on Company's behalf.

- 4. **No Waiver.** Failure to enforce any provision of the Agreement will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.
- 5. **Entire Agreement.** The Agreement shall constitute the entire agreement relating to the subject matter and engagements addressed therein and herein and shall supersede any prior or contemporaneous communications and agreements in such regard.
- 6. **Order of Precedence.** In the case of a conflict between any documents in the Agreement that is not expressly resolved therein, their terms will control in the following order, from highest to lowest priority: (1) terms of the Enrollment, (2) any Program-specific terms, and (3) these Core Terms. Terms of an amendment control over the amended document and any prior amendments concerning the same subject matter.

7. **Amendments.** Except as otherwise expressly permitted in the Agreement, no amendment or modification of any provision of the Agreement will be effective unless it is in a writing accepted by authorized representatives of both parties. The Agreement may not be amended or modified by any Side Agreement. “**Side Agreement**” means any arrangement between Microsoft and Company, written or oral, that purports to modify the Agreement and is not accepted by an authorized representative of the Microsoft entity that accepted this Agreement. Side Agreements do not include Microsoft incentives, offers of rebates, promotions, discounts or extensions of payment terms offered by Microsoft when such are made available pursuant to a separate written agreement generally available to Microsoft’s partners.
8. **Force Majeure.** Neither party will be liable for failing to perform under the Agreement to the extent that a Force Majeure Event caused the failure. The party subject to the Force Majeure Event must promptly notify the other party in writing and must perform the obligations that were not performed as soon as the Force Majeure Event stops. This section will not apply to any payment obligations under this Agreement.
9. **Severability.** If a court of competent jurisdiction finds any term of the Agreement illegal, invalid, or unenforceable, the remaining terms will remain in full force and effect.
10. **References.** The section headings and titles of the provisions of all parts of the Agreement are for convenience only and do not affect the interpretation of any provision. Unless specifically stated, the plural shall include the singular. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs. All references to days will mean calendar days unless otherwise specified.
11. **English Language.** Unless required by Laws or as otherwise provided in the Agreement, the English language version of all parts of the Agreement controls, and communications and notices under the Agreement must be in the English language to be effective. Any translations of the Agreement, in whole or in part, that Microsoft may provide as a courtesy are not official or binding.
12. **Survival.** Except as otherwise expressly provided, the provisions of the Agreement requiring performance (or applying to events that may occur) after termination will survive termination of the Agreement, including any and all terms pertaining to confidentiality, indemnification, allocation and limitation of risk and liability, any perpetual licenses, and ownership.
13. **Microsoft Affiliates as Third-Party Beneficiaries.** Microsoft Affiliates are third-party beneficiaries of the Agreement. If the doctrine of third-party beneficiaries is not recognized in the applicable jurisdiction, the parties agree that while Microsoft’s Affiliates are not parties to the Agreement, Microsoft is a trustee of Microsoft’s Affiliates for the limited purpose of holding in trust those rights in favor of Microsoft’s Affiliates. The parties agree that a Microsoft Affiliate may enforce such rights without being required to add Microsoft as a party to any proceedings for such enforcement.
14. **Counterparts.** The Agreement may be accepted in counterparts, which together constitute one instrument.



Microsoft Partner Agreement

Channel Terms

(the “Channel Terms”)

These Channel Terms apply to Company’s participation in a Channel Authorization (as defined herein).

Definitions

“**Channel Authorization**” means the terms and conditions arising under these Channel Terms applicable to an engagement between Microsoft and Company pursuant to which Microsoft makes available to Company certain rights or other benefits related to using, interoperating with, integrating, sublicensing, distributing, re-selling, promoting, or marketing Products.

“**Claim**” means a third-party action, cause of action, suit, or judicial claim brought by a party other than Company or a Company Affiliate.

“**Customer**” means an individual or legal entity within the Territory that meets the qualifying customer criteria set forth in a Channel Authorization.

“**Customer Agreement**” means an agreement between a Customer and Microsoft, or a Microsoft Affiliate, and the associated Microsoft license terms that govern a Customer’s use of a Product.

“**Customer Purchase Commitment**” means a binding written commitment from the Customer to pay for the Products that specifies product, quantity, pricing, and date consistent with the order submitted by Company to Microsoft.

“**Government Customer**” means, except as otherwise provided in a Channel Authorization, any “Eligible Entity” under Microsoft’s Qualifying Government Eligibility Definition found at www.aka.ms/governmenteligibility.

“**Guide**” means a document delivered to Company or published on a Partner Portal that specifies the execution and operational details, policies, and requirements applicable to a Channel Authorization.

“**Material Discrepancy**” means either (i) a material breach of the Agreement; or (ii) amounts revealed to be owed by Company to Microsoft with respect to a Channel Authorization in excess of the specific percentage or fee amount threshold set forth in that Channel Authorization.

“**Offset**” means the withholding or deduction from the payment of any invoice amount or amount due by offset, counterclaim, or otherwise.

“**Price List**” means the then current list of Products from which Company may order Products for a Product Fee under a Channel Authorization.

“**Products**” as used herein, means the Microsoft online services, tools, software, hardware, or professional support or consulting services with respect to which Microsoft has granted Company certain rights or other benefits pursuant to a Channel Authorization, as further defined therein.

“**Product Fee**” means the royalty, commission, fee, or price to be paid for a Product under a Channel Authorization.

“**Product Materials**” means the materials, disclosures, and Customer Agreements associated with a specific Product.

“Product Specific Terms” means the additional terms, conditions, or restrictions that apply to specific Products in connection with a Channel Authorization.

“Relevant Records” means, collectively, the books, documents, data, records, papers, and other information and materials related to transactions and obligations contemplated by the Agreement

“Reseller” has the meaning, if any, set forth in a Channel Authorization.

“Reseller Purchase Commitment” means a binding written commitment from the Reseller to pay for the Products that specifies product, quantity, pricing, and date consistent with the order submitted by Company to Microsoft.

“State-Owned Enterprise” means an entity for which any of the following conditions exist: (a) a government entity or apparatus clearly controls the company; (b) employees of the company are considered to be public officials or civil servants; (c) the company is financed through governmental appropriations; (d) the company is financed through revenues obtained from government-mandated taxes, licenses, fees, or royalties; (e) the company pays its profits to a government entity or apparatus; (f) a government entity or apparatus is the largest single shareholder; (g) a government entity or apparatus controls the board of directors; (h) a government entity or apparatus can appoint the majority of the company’s administrative or managerial body or supervisory board; (i) a government entity or apparatus can appoint less than a majority of the board but has negative veto powers; (j) minister-level officials sit on the board; (k) the company performs governmental functions; (l) a government entity or apparatus owns 30% or more of the company, directly or indirectly.

“Taxes” means any national, federal, state, provincial or local taxes, fees, charges, surcharges, or other similar fees or charges arising as a result of or in connection with the transactions contemplated under the Agreement and include, sales and use taxes, value added, gross receipts taxes, utility user’s fees, municipal occupation and license taxes, excise taxes, business and occupations taxes, 911 taxes, franchise fees, universal service fund fees or taxes, regulatory cost recovery and other surcharges, taxes imposed or based on or with respect to or measured by any net or gross income or receipts (other than taxes based upon Microsoft’s net income and any gross receipts taxes imposed in lieu of taxes on the income or profits of Microsoft), franchise taxes, stamp taxes, taxes on doing business, duties, tariffs, levies, withholding taxes and any taxes that arise on the distribution or provision of products or services by Company.

“Territory” means the geographic region designated in the Enrollment, or in a Channel Authorization, in which Company is authorized to exercise its rights in connection with a Channel Authorization.

“Unauthorized Disposition” means theft, loss, transfer, sale, or distribution of a Product other than as expressly permitted by a Channel Authorization, including transfer, sale, or distribution of a Product outside of the Territory or to an unauthorized party.

General Rights, Restrictions, and Obligations

1. General Restrictions.

- (a) **Third-Party Rights.** Except as required by Law, Microsoft grants no rights to Company to sublicense Products, or any rights under the Agreement, to any third parties (including Company Affiliates or subcontractors) unless such rights are expressly provided in a Channel Authorization.

- (b) **No Internal Use Rights.** Except as otherwise provided in the Agreement, Company may not (i) use Products acquired under the Agreement for its own internal use or (ii) distribute or otherwise transfer Products acquired under the Agreement to any Company Affiliates for their internal use.
- (c) **No Modifications.** Company may not modify any Product (or any packaging or Product Materials) unless Microsoft directs or permits Company to do so in writing.
- (d) **No Conflicting Commitments.** Company may not make any representation, warranty, guarantee, or promise with respect to any Product that would conflict with or expand Microsoft's obligations to a Customer or end user. Company's instructions to Customers on the use of Products must be consistent with any Product Specific Terms, the Customer Agreement, and any relevant warranty document, services terms, or end user documentation provided by Microsoft.

2. General Obligations.

- (a) **Microsoft Partner Network.** Company must maintain its status as a registered member of the Microsoft Partner Network and maintain an active Microsoft Partner Network Agreement. Registered member status is available to Company free of charge.
- (b) **Technology.** Company agrees to, as required to perform its obligations under the Agreement, provide the necessary equipment, technology, and infrastructure needed and take necessary steps, on an ongoing basis and as applicable, to access and use Microsoft online tools and Partner Portals.
- (c) **Security and Unauthorized Disposition.** Company will take commercially reasonable measures to protect Products and Product Materials under its possession or control from any damage, destruction, or Unauthorized Disposition, and will comply with any additional security requirements otherwise set forth in a Channel Authorization and any associated Guide. Each party agrees to (i) promptly notify the other party if it becomes aware of any material Unauthorized Disposition; and (ii) reasonably cooperate to investigate the suspected activities, and to share relevant information in furtherance of the Agreement.
- (d) **Support.** Company agrees to use commercially reasonable efforts and professional care and skill in providing any required service and support to its Resellers and Customers, as applicable.

Product Fees and Ordering, General

- 1. **Available Products and Price Lists.** Microsoft will designate one or more Price Lists for each Channel Authorization. The Price List(s) will include the Product Fee for each Product. The Channel Authorization or an associated Guide will set forth the process for ordering Products from Microsoft, and how Microsoft will make such Products available to Company under the related Channel Authorization.
- 2. **Ordering.**
 - (a) Company agrees to submit orders only in quantities that Company can distribute in the normal course of its business. Microsoft will have no obligation to accept orders or liability to Company due to lack of Product availability, any Product shortage, or any delay in fulfillment. Fulfillment times are estimates only. Microsoft may allocate Products or limit the amount of Product available for order, including in advance of new releases or price

changes. Any purported terms or conditions that Company includes with its orders, invoices or web portals, or otherwise provides to Microsoft in connection with this Agreement, are hereby excluded and will be deemed void and will not amend or modify this Agreement.

- (b) Company may only submit orders to Microsoft in alignment of its credit capacity and credit limit, if any, as established by Microsoft. Microsoft may reject any order that has, or may have, the effect of exceeding the Company's credit capacity or credit limit.
- (c) Prior to making an offer to a Reseller or Customer that would necessitate an order that would exceed Company's credit capacity and credit limit, as established by Microsoft, Company must seek and obtain additional credit limit from Microsoft for such order.

3. **Purchase Commitment Obligations.** Prior to submitting orders for Products for a State-Owned Enterprise or Government Customer through a Reseller, Company must obtain a Customer Purchase Commitment and Reseller Purchase Commitment. For all other Customers, Company must obtain a Customer Purchase Commitment and Reseller Purchase Commitment upon request from Microsoft. By submitting an order, Company (i) represents that any Customer Purchase Commitment and Reseller Purchase Commitment provided is complete and accurate in all respects and (ii) agrees to pay Microsoft for all orders it submits for Products.

4. **Customer Discount & Customer Special Offer Transparency, Passthrough.**

- (a) **"Customer Discount"** means, collectively, any promotional or negotiated discount, offered by Microsoft to Company solely for the benefit of a Customer. If Microsoft provides Company with a Customer Discount for a State-Owned Enterprise or Government Customer, Company must ensure that the Customer Discount is passed through for the benefit of the Customer. This also means that the Company's price to the Customer may not exceed the Maximum Resell Price. **"Maximum Resell Price"** is the total estimated retail price for the Products less the applicable Customer Discount.
- (b) If Microsoft provides Company with a Customer Special Offer for a State-Owned Enterprise or Government Customer, Company must ensure that the Customer Special Offer is passed through by transferring the full value of such Customer Special Offer to the State-Owned Enterprise or Government Customer as directed by Microsoft. **"Customer Special Offers"** means any credits or other benefits (including, but not limited to, previews and trials) offered by Microsoft to Company and expressly communicated by Microsoft to be for the sole benefit of Customers.
- (c) Company agrees to ensure the disclosure of all Customer Discount and Customer Special Offer information, provided to it by Microsoft, to the relevant State-Owned Enterprise or Government Customer, as further explained in the relevant Program Guides. Microsoft reserves the right to disclose Customer Discounts and Customer Special Offers directly to a State-Owned Enterprise or Government Customer.
- (d) Company agrees to provide accurate contact information of the authorized representative of a State-Owned Enterprise or Government Customer receiving a Customer Discount or Customer Special Offer in order to enable Microsoft's communication to it of information regarding such.
- (e) Microsoft encourages the Company employees to take discounting training for MPN members in Partner University (located at <https://learningportal.microsoft.com/ethics> and

<https://partner.microsoft.com/en-US/training/assets/collection/microsoft-contract-requirements-and-compliance-18552#/>).

5. **Company Pricing.** Except as otherwise provided in the section entitled “Customer Discount & Customer Special Offer Transparency, Passthrough” in these Channel Terms, Company has full discretion to set its own pricing for the resale or distribution of Products.

Reporting, Invoicing and Payment, General

1. **Reporting.** Company will comply with any reporting obligations described in the Channel Authorization and any associated Guide. If Company fails to timely or completely report, Microsoft may, and without waiving any other rights it may have, suspend Company’s orders or withhold amounts that may be due to Company until Microsoft receives all past due reports. Microsoft will not invoke its right to remedies in this regard if Company reporting is late solely due to a Microsoft reporting systems issue.
2. **Payment.**
 - (a) Microsoft will invoice Company for Product Fees owed to Microsoft, and Company must pay Microsoft such Product Fees on the due date and in the currency stated, in accordance with the payment and invoicing process set forth below, or the relevant Channel Authorization or Guide. Company will decide whether to extend credit to its Customers or Resellers, as applicable. A Customer’s or Reseller’s failure to pay Company will not relieve Company of its payment obligations to Microsoft, even in the case of insolvency.
 - (b) All payments to Microsoft by Company must be made by electronic funds transfer. Company must provide payment remittance details at or before the time of payment. Remittance detail must indicate the Microsoft invoice number(s) and credit memo number(s) issued which are being paid and claimed respectively. Any remittance sent to Microsoft’s bank after the cut-off time will not be considered received until the following day and may become subject to late payment penalties.
 - (c) Microsoft may assign any of its rights to receive payment under the Agreement to any financial institution or Microsoft Affiliate without the consent of Company. In such event, Company will use commercially reasonable efforts to facilitate such assignment (e.g. by acknowledging it in writing if needed, or by paying the invoices directly to the assignee, if instructed by Microsoft).
3. **Offsets.**
 - (a) **Company Offsets.** Except as otherwise provided in the Agreement with respect to Taxes, Company may not take any Offsets before Microsoft issues a credit under a Channel Authorization (and then only in the amount of such credit communicated by Microsoft). This includes returns, rebates, credits, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs, commissions, disputes, and other charges.
 - (b) **Microsoft Offsets.** Microsoft may Offset accruals for any credits, incentives or investments that Company is due to amounts owed by Company to Microsoft under the Agreement.
4. **Invoice or Payment Discrepancies.** If Company identifies a discrepancy between any quantity, Product Fee, or other amount (a) as invoiced or payable by Microsoft, versus (b) as reported by Company or reflected in Company’s records, then Company must report that discrepancy to Microsoft within twenty-five (25) days after the invoice issue date (or as otherwise stated in the

Channel Authorization or Guides) and must provide adequate and timely assistance to Microsoft to investigate and resolve the discrepancy. Microsoft reserves the right to correct non-material errors on invoices by sending a courtesy corrected invoice, provided that the due date reflected on the original invoice will remain applicable. If Microsoft issues an invoice with a material error, then Microsoft will issue a new invoice to Company, and the due date reflected by that subsequent invoice will apply. If Microsoft determines that Company has overpaid, Microsoft will give Company a credit. Any payment disputes will be treated separately from Company's obligation to pay invoices and other amounts when due, and Company may not withhold or Offset any amounts due before the dispute is resolved and any related credits are issued (and then only in the amount of such credit).

5. **Late Payment.** If (i) Company fails to cause the full invoice payment to be received by Microsoft by the payment due date, (ii) an audit reveals an underpayment, or (iii) Company takes an unauthorized Offset, Microsoft may take any (or any combination) of the following actions to the maximum extent permitted by Law, and without waiving any other right or remedy it may possess:
- (i) charge interest (of no less than 1% per month, unless prohibited by Laws) and late fees on the past due amount from the first day the amount is past due until the amount is paid in full;
 - (ii) suspend all pending orders, further shipments, or Company's access to Products under the Agreement or one or more Channel Authorization;
 - (iii) require the prepayment of Product Fees on future orders, place Company's account on hold, reduce Company's credit limit, or require that Company provide a bank guarantee or other form of security; or
 - (iv) withhold the past-due amount from any other amounts payable by Microsoft to Company under the Agreement.
6. **Taxes.** Company is responsible for Taxes and will pay to Microsoft any applicable Taxes that Company owes solely from entering into the Agreement and which are permitted to be collected by Microsoft under Law. Microsoft will not collect any Taxes covered by a valid exemption certificate that Company provides. If any Taxes are required to be withheld on payments made by Company to Microsoft, Company may deduct such Taxes from the amount owed to Microsoft and pay them to the appropriate taxing authority, but only if Company promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Company must deliver the receipt within sixty (60) days of payment of the Tax, or maximum time allowed for delivery of the receipt under Law. Company will use reasonable efforts to ensure that any Taxes withheld are minimized to the extent possible under Law. The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to Microsoft only and do not include any withholding taxes suffered by Company for payments made to Company by its Customers. For clarity, Company will be responsible for Taxes withheld on payments to or between Company and any Company Affiliates. If Company does business in a jurisdiction that collects VAT, GST, or other similar Tax, Company must provide a tax ID or business number, as applicable, upon request.
7. **Company's Financial Condition.**

- (a) Microsoft is under no obligation to extend credit to Company, and Microsoft reserves the right to impose or adjust at any time the limits on any line of credit granted to Company. If not publicly available, Company will provide financial statements audited by an independent third party to Microsoft upon Microsoft's request to verify Company's financial condition.
- (b) If Company does not provide the requested financial statements, Microsoft may: (a) request advance payment for any pending or future order; (b) suspend acceptance of orders until Microsoft receives the financial statements; or (c) place the account on hold or reduce the credit limit to levels deemed appropriate by Microsoft. If Company receives credit from Microsoft, Microsoft may, at any time during the Term, require one or more bank guarantees or other forms of security, in amounts, in a form, and with a bank acceptable to Microsoft.
- (c) Company agrees to promptly notify Microsoft in case of any significant changes in the structure of its organization that will materially impact how Microsoft and Company engage under the Agreement, including, but not limited to: (a) significant changes in ownership; (b) changes in company name (both legal name, trade name and/or business name); (c) mergers/amalgamations/divestments; (d) location changes; and (e) changes in the operational activities of the organization. Changes in relation to the legal name or registered address of the Company must be supported by an updated tax certificate showing the tax/VAT registration numbers after the change and any other information or documentation reasonably requested by Microsoft. Company must also promptly notify Microsoft of any change of any Company notice contact name, email or other address, or other information required by a Guide. If a Microsoft agreement number has been assigned, the notice must also reference the applicable Microsoft agreement number.
- (d) A "financial statement" means a balance sheet as of the last day of the calendar quarter or fiscal year, an income statement, statement of cash flows, and any related notes for the quarter and year-to-date, prepared in accordance with "GAAP", international financial representation standards, or other generally accepted accounting principles in Company's jurisdiction. Company must clearly note any departure in the quarterly statements from these principles. Company's authorized officer must sign the statements as being legitimately representative of Company's books and accounts.

Audit, General

1. **Duty to Maintain Records.** Company must maintain complete and accurate records relating to its performance under the Agreement ("**Relevant Records**") during the term of its participation under a Channel Authorization and for two (2) years after the later of either (i) the termination of Company's participation under such, or (ii) the date of issuance of final payment between Microsoft and Company in connection with such participation (collectively, the "**Audit Period**"). Relevant Records include, but may not be limited to, complete financial statements and all documents related to acquisition, reproduction, installation, distribution, and other disposition of each unit of Product. The Relevant Records must not contain any false, misleading, incomplete, inaccurate, or artificial entries. If Relevant Records are co-mingled with Company's other non-relevant information, Company may redact the Relevant Records with respect to such non-relevant information.
2. **Right to Audit.** Microsoft may use a third-party auditor, or an audit related agent, ("**Auditor**") to review Relevant Records and audit Company's premises, operations, processes, and Relevant

Records during the Audit Period, to verify performance under the Agreement. Any third-party Auditor will (i) be independent and internationally recognized, certified or chartered, (ii) not be hired on a contingent fee basis; and (iii) be instructed by Microsoft to treat Company's Confidential Information in accordance with applicable professional standards and the confidentiality requirements set forth in the Agreement. Except as otherwise provided in the Agreement, unless a prior audit has revealed a Material Discrepancy or Company's non-compliance with the section entitled "Business Integrity Principles" set forth in the Core Terms, or Microsoft has credible and reliable evidence of Company's non-compliance with the section entitled "Business Integrity Principles" set forth in the Core Terms, Microsoft will not audit Company more than one time per calendar year under this section. Notwithstanding the foregoing, upon Microsoft's request, Company agrees to promptly provide information reasonably necessary to demonstrate Company's compliance with the Microsoft Partner Code of Conduct; Microsoft's exercise of this right shall not be deemed an exercise of its right to review and audit Company's Relevant Records. In the exercise of Microsoft's audit rights, Microsoft may require Company to provide electronic downloads of relevant data and may require Company to complete a self-assessment questionnaire.

3. Audit Procedure.

- (a) Microsoft will provide not less than thirty (30) days' prior notice to Company before beginning an audit. Audits will take place during Company's regular business hours, and the Auditor will use commercially reasonable efforts to avoid disrupting Company's operations. Company personnel may escort the Auditor on Company's premises. Company will have all Relevant Records and operations available to the Auditor at the beginning of the audit. Microsoft may have the Relevant Records audited at multiple sites to verify performance under the Agreement. At Microsoft's option, Company will make all Relevant Records, available to Auditor at one location. Company will provide reasonable access to the Auditor to facilitate the audit and permit the Auditor to copy records. At Microsoft's request, Company will make relevant employees available to the Auditor during the audit. Microsoft will provide Company with a summary of the audit findings upon request.
- (b) If Microsoft has credible and reliable evidence that counterfeiting, piracy or corruption may have occurred, Company must promptly cooperate with Microsoft or its Auditor to carry out an investigation of the suspected activities. If an investigation results in a referral to law enforcement agencies, or if Microsoft initiates other legal action to enforce its rights against responsible parties, Company agrees to provide reasonable and timely cooperation and information.

- 4. Payment of Audit Costs and Amounts Due.** Microsoft will pay the cost of audit expenses for verifying Company's compliance with the Agreement; provided, however, that if the audit reveals a Material Discrepancy, then Company must promptly reimburse Microsoft for the reasonable costs of the audit. If the audit reveals any discrepancy, Company must promptly pay Microsoft any unpaid amounts due, together with any applicable late fees and interest, calculated from the date on which such amount became due to Microsoft from the Company, and promptly correct any errors or omissions disclosed by the audit.

Warranties and Disclaimers, General

- 1. Company Warranties to Customers.** Company is solely responsible for any independent or extended warranties or other offers or services it makes to Customers (specifically excluding

any extended warranty products or similar services that Microsoft may make available on a Price List).

2. **NO IMPLIED WARRANTIES OR REPRESENTATIONS.** EXCEPT AS EXPRESSLY PROVIDED IN A CHANNEL AUTHORIZATION, ALL PRODUCTS ARE PROVIDED TO COMPANY “AS IS.” THE FOREGOING “AS IS” WARRANTY, AND ANY WARRANTIES EXPRESSLY SET FORTH IN A CHANNEL AUTHORIZATION, ARE THE ONLY WARRANTIES MADE BY EITHER PARTY TO THE OTHER. NEITHER PARTY MAKES ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES TO THE OTHER RELATED TO THE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
3. **HIGH RISK USE WARNING.** UNLESS OTHERWISE EXPLICITLY STATED IN THE AGREEMENT, THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR HIGH RISK USE SCENARIOS WHERE FAILURE OR FAULT OF ANY KIND OF THE PRODUCT COULD REASONABLY BE SEEN TO LEAD TO DEATH OR SERIOUS BODILY INJURY, OR TO SEVERE DAMAGE TO TANGIBLE OR INTANGIBLE PROPERTY OR THE ENVIRONMENT.
4. **NO WARRANTIES FOR THIRD-PARTY PRODUCTS OR SERVICES.** EXCEPT AS EXPRESSLY PROVIDED IN A CHANNEL AUTHORIZATION, MICROSOFT MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, AND ASSUMES NO LIABILITY AS TO ITEMS DISTRIBUTED UNDER A THIRD-PARTY NAME, COPYRIGHT, TRADEMARK OR TRADE NAME THAT MAY BE OFFERED OR COMBINED WITH OR INCORPORATED INTO THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT WILL HAVE NO LIABILITY IN CONNECTION WITH THE THIRD-PARTY ITEMS (SUCH AS IN CONNECTION WITH ANY SUPPLY OR FAILURE TO SUPPLY THEM).

Defense of Third-Party Claims, General

- (a) Each Channel Authorization will identify what, if any, specific indemnity or defense obligations apply to that Channel Authorization and any related terms. In the event that a Channel Authorization requires a party (a “**Defending Party**”) to defend at its own expense the other party (the “**Tendering Party**”) in a Claim, and to pay a judgment or settlement in such Claim, such requirement will be subject to the conditions and limitations set forth below and in the relevant Channel Authorization.
- (b) The Tendering Party must promptly notify the Defending Party in writing of the Claim, specifying the nature of the Claim and the relief sought, provided that any failure by the Tendering Party to provide such notice to the Defending Party reasonably promptly will not relieve the Defending Party of any obligation or liability to the Tendering Party, except and only to the extent that the Defending Party demonstrates that it has been materially prejudiced by such failure by the Tendering Party to provide such notice to the Defending Party reasonably promptly.
- (c) Except as set forth below, the Defending Party will have sole control over the defense of the Claim, and the Tendering Party must provide the Defending Party with reasonable assistance in the defense of the Claim (for which the Defending Party will reimburse the Tendering Party’s reasonable out of pocket expenses). The Tendering Party will have the right to employ separate counsel and participate in the defense at its own expense. The Defending Party may not settle the Claim without the Tendering Party’s prior written consent (which will not be unreasonably withheld, conditioned or delayed). Neither party will acknowledge or admit fault or liability on

the other's part nor publicize any settlement without the other's prior written consent (which will not be unreasonably withheld, conditioned or delayed).

- (d) In a multi-party action that includes Claims for relief directed to both Microsoft and Company, each party will reasonably cooperate on a defense strategy to limit the overall liability for both parties across all Claims in the action. Such cooperation will include providing specific information, witnesses, and evidence to support Microsoft and Company's legal theories.
- (e) If Microsoft receives information concerning a covered intellectual property Claim, Microsoft may, at its option and expense, and in addition to its other rights and obligations under the Agreement, undertake further actions to mitigate or resolve the Claim such as: (i) procure the copyright, trademark, or patent rights, or licenses to address the Claim; (ii) replace or modify the Product or Mark to make it non-infringing; or (iii) if Microsoft reasonably determines, after the exercise of commercially reasonable efforts, that neither of the foregoing are feasible, refund all, or a portion of, the Product Fees paid for affected Products, as appropriate. Except as otherwise provided in the Agreement, this section provides Company's only remedy for third party infringement and trade secret misappropriation Claims.

Limitations on Liability, General

- (a) THE TOTAL CUMULATIVE LIABILITY (IF ANY) OF EITHER PARTY TO THE OTHER UNDER A CHANNEL AUTHORIZATION IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (I) 100% OF THE PRODUCT FEES PAID, DUE OR OWING BY COMPANY TO MICROSOFT UNDER THE CHANNEL AUTHORIZATION DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE RIGHT TO ASSERT A CLAIM FIRST AROSE, MINUS ANY AMOUNTS PAID BY THE LIABLE PARTY DURING THE SAME PERIOD FOR ANY PRIOR LIABILITY UNDER THE CHANNEL AUTHORIZATION, OR (II) THE AMOUNT AS MAY OTHERWISE BE INDICATED IN THE CHANNEL AUTHORIZATION. UNLESS OTHERWISE PROVIDED IN A CHANNEL AUTHORIZATION, IF THE CHANNEL AUTHORIZATION HAS BEEN IN EFFECT FOR LESS THAN 12 MONTHS, DIRECT DAMAGES WILL NOT EXCEED THE AVERAGE MONTHLY PRODUCT FEES PAID, DUE OR OWING MULTIPLIED BY 12. IF A PRODUCT DOES NOT REQUIRE PAYMENT OF PRODUCT FEES, THE AMOUNT USED FOR CALCULATING THE CAP WILL BE (I) \$10.00 PER UNIT OF PRODUCT USED OR DISTRIBUTED BY COMPANY DURING THAT PERIOD, OR (II) AS MAY OTHERWISE BE SET FORTH IN THE RELEVANT CHANNEL AUTHORIZATION.
- (b) TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES.
- (c) THE LIMITATIONS ON LIABILITY AND ALLOWABLE DAMAGES DESCRIBED ABOVE WILL NOT APPLY TO EITHER PARTY'S (I) LIABILITIES FOR UNAUTHORIZED USE OR UNAUTHORIZED DISPOSITION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (II) VIOLATION OF ANY LICENSE GRANTS AND LIMITATIONS, OR CONFIDENTIALITY OBLIGATIONS IN THE AGREEMENT; (III) OBLIGATIONS TO DEFEND AND PAY THIRD-PARTY CLAIMS (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM PERSONAL INJURY OR DEATH); (IV) BREACH OF THE BUSINESS INTEGRITY PRINCIPLES SET FORTH IN THE CORE TERMS; OR (V) FRAUD OR GROSS NEGLIGENCE. MICROSOFT AND COMPANY AGREE THAT ALL LIMITATIONS ON LIABILITY AND EXCLUSIONS ON ALLOWABLE DAMAGES SHALL APPLY EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

- (d) MICROSOFT AND COMPANY AGREE THAT A PARTY'S LIABILITY FOR ANY DAMAGES OR INDEMNITY SHALL BE REDUCED TO THE EXTENT THAT THE OTHER PARTY OR ITS AGENTS CAUSED OR CONTRIBUTED TO THE HARM GIVING RISE TO THE DAMAGES OR INDEMNITY OBLIGATION.

Notice of Changes; Termination; Order of Precedence

1. **Notice of Changes.** Microsoft reserves the right to unilaterally modify these Channel Terms from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to these Channel Terms will become effective without further action by the parties. Any modification of these Channel Terms per this provision will have prospective effect only.
2. **Term.** These Channel Terms shall remain effective until terminated.
3. **Automatic Termination.** Company acknowledges that termination of the Core Terms shall immediately, and without further action by the parties, terminate these Channel Terms.
4. **Termination without Cause.** Either party can terminate these Channel Terms at any time without cause, and without intervention of the courts, by giving the other party not less than thirty (30) days' prior written notice. However, if an underlying Channel Authorization requires a longer W/O Cause Period, such W/O Cause Period shall apply here as well; provided that the prior notice period required to terminate without cause under this provision will not exceed one-hundred and fifty (150) days. Except as otherwise provided in the Agreement, neither party will have to pay the other party any costs or damages resulting from termination of these Channel Terms without cause.
5. **Termination for Cause.** If a party breaches any term of these Channel Terms, the breaching party shall have thirty (30) days' following written notice of such breach by the non-breaching party to cure the breach if the breach is curable. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate these Channel Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Channel Terms for the same reason as a prior breach then the other party may terminate these Channel Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Channel Terms immediately upon written notice to the breaching party. Either party may also terminate these Channel Terms immediately upon written notice to the breaching party due to the other party's breach of the confidentiality terms. Microsoft may also terminate these Channel Terms immediately upon written notice to Company due to its (i) infringement, misappropriation or violation of Microsoft's intellectual property rights or (ii) insolvency, bankruptcy or undergoing other similar proceedings. Microsoft may, in its sole discretion, deem a termination for breach of the Channel Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Channel Terms.
6. **Effect of Termination.** Company acknowledges that the termination of these Channel Terms shall immediately, and without further action by the parties, terminate any underlying Channel Authorizations.
7. **Order of Precedence.** These Channel Terms, a Channel Authorization, and any associated documents underlying such, are to be collectively deemed "**Program-specific terms.**" In the case of a conflict between the terms of the documents composing Program-specific terms that is not

expressly resolved therein, their terms will control in the following order, from highest to lowest priority: (1) any Product Specific Terms, (2) the Channel Authorization, (3) these Channel Terms, and (4) any Guide or Guides. Terms of an amendment control over the amended document and any prior amendments concerning the same subject matter.

MICROSOFT PARTNER AGREEMENT

ONLINE SERVICES AND SOFTWARE CHANNEL AUTHORIZATION

(the “Channel Authorization”)

Definitions

“**Additional Terms**” means any portion of the Agreement relevant to an Indirect Reseller in its resale of Products to Customers, including, but not limited to, portions of the Guide and relevant Product Specific Terms. Additional Terms include, but are not limited to, those sections of this Channel Authorization entitled “Customer Agreement Acceptance,” “General Product Related Obligations,” “OLS Subscription Offer Terms and Obligations,” “Software Offer Terms and Obligations,” “Warranty and Defense Obligations,” and “Customer Data and Privacy Obligations.”

“**Administrative Access Credentials**” means any administrative log-in credentials Microsoft provides for accessing or managing a Product.

“**Consumption Subscriptions**” refers to one-month OLS Subscriptions that are billed based on actual usage in the preceding month without upfront commitment.

“**Customer Data**” has the meaning assigned to it in the Customer Agreement.

“**Customer**” means any legal entity (other than Company or Company Affiliates) within the Territory that acquires Products for use as an end user.

“**Devices**” means Microsoft hardware products, and related accessories and/or peripherals as identified on the then-current Price List.

“**Independent Customer Agreement**” means that agreement between Company, or its Indirect Reseller, as applicable, and Customer governing the former’s access to and management of Customer Data.

“**Indirect Reseller**” or “**Reseller**” means an entity (other than Company’s Affiliate(s)) within the Territory that purchases Products from Company for resale to Customers. Entities to which the rights to Products are not transferred at any point in the sales process, including, but not limited to, software advisors and other Subcontractors, are not Indirect Resellers.

“**Indirect Reseller Agreement**” means those terms and conditions that Microsoft makes available on the Partner Portal that govern how an Indirect Reseller may resell Products purchased from Company.

“**Indirect Reseller Terms**” means (i) the Indirect Reseller Agreement that Microsoft and (ii) the Additional Terms.

“**Microsoft Commercial Cloud portal**” refers to each of, but is not limited to, the Partner Portal, the “Azure Portal”, the “Store-For-Business” portal, the “Azure Marketplace” portal, and the “Office Portal.”

“**Non-Microsoft Product**” means any third-party (or third-party branded) software, data, service, website or other product available through the Microsoft Azure Marketplace, Virtual Machine Gallery, or other storefront or feature of Microsoft online services.

“**OLS Subscription**” means a right to use certain Online Services for a defined term.

“Online Services” means Microsoft-hosted services identified on the then-current Price List. Online Services do not include Software or Professional Services provided under separate license terms.

“Partner Portal” means the Partner Center, the Partner Administration Center or an alternate site identified by Microsoft.

“Product” means, as used herein, the Online Services, Software, Devices, or Professional Services that Microsoft makes available to Company for its distribution or resale under this Channel Authorization and any Product Specific Terms, as listed on the Price List. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Professional Services” means any professional support or consulting service operated by Microsoft and identified on the then-current Price List.

“SLA” means the service level agreement commitments Microsoft makes to its Customers regarding delivery and/or performance of the applicable Product.

“Software” means licensed copies of Microsoft software identified on the then-current Price List. Software does not include Online Services, but Software may be part of an Online Service.

“Software Perpetual License” means a right to use Software identified on the then-current Price List as being available and licensable for a perpetual term.

“Software Subscription” means a right to use the Software identified on the then-current Price List as being available and licensable for a defined term.

“Subscription” means a right to use a Product for a defined term.

“Territory” means either (and in each case, as further detailed in the Guide): (i) the country Company is located in and enabled for resale in the Partner Portal or (ii) if Company is located in EU/EFTA, the countries located in EU/EFTA.

Authorization

1. **General.** This Channel Authorization details the terms and conditions of the rights granted by Microsoft to the Company to resell Products to Indirect Resellers within the Territory. Company’s failure to comply with the terms and conditions of this Channel Authorization, including the Guide and any Product Specific Terms, will constitute a breach of the Agreement.
2. **Territory.** Company may not (i) resell, distribute or market Products outside the Territory or (ii) collect orders or receive payments for Products from any Indirect Reseller located outside the Territory. Company’s Affiliates are not authorized to perform under the rights granted under this Channel Authorization, unless otherwise agreed by Microsoft.
3. **Distribution Through Indirect Resellers.**
 - (a) **General.** Company’s right to distribute is (i) limited to the use of Indirect Resellers, through to the final sale to the Customer, that have agreed to act as Company’s Indirect Reseller within the scope of this Agreement and (ii) conditioned on its continuing compliance with this section. Company may not distribute or resell Products directly to Customers unless Microsoft pre-approves such distribution or resale in writing. Indirect Resellers are excluded from the definition of “Customer”.
 - (b) **Indirect Reseller Terms Acceptance and Compliance.**

- (i) Microsoft will make a copy of the Indirect Reseller Agreement available to Company on the Partner Portal; Microsoft may update the Indirect Reseller Agreement provided to Company on the Partner Portal at any time. Company must (i) direct its Indirect Resellers to accept the Indirect Reseller Agreement, and (ii) provide each of its Indirect Resellers any Additional Terms. Company must provide written notification to its Indirect Resellers that acceptance and continued compliance with the Indirect Reseller Terms are conditions of Indirect Resellers' resale of Products under their agreement with Company.
 - (ii) Microsoft reserves the right to reject the participation of an Indirect Reseller in the distribution of Products if Microsoft reasonably determines that the participation of such Indirect Reseller creates additional risk of legal liability for Microsoft, including, but not limited to, as a result of alleged violations of anti-corruption laws. Notwithstanding anything otherwise provided in the Agreement, Microsoft reserves the right to reject any purchase order based on the participation of an Indirect Reseller or proposed Indirect Reseller that Microsoft has rejected in accordance with this section.
 - (c) **Additional Terms.** Company must provide the Additional Terms to each of its Indirect Resellers. An Indirect Reseller may be required to meet additional eligibility and competency requirements in order to be eligible to resell certain Products.
 - (d) **Indirect Reseller Monitoring.** Company must (A) use commercially reasonable efforts to monitor its Indirect Resellers' performance and compliance with the Indirect Reseller Terms, (B) promptly notify Microsoft if an Indirect Reseller has materially breached the Indirect Reseller Terms or if it has reason to believe that an Indirect Reseller has materially breached the Indirect Reseller Terms, and (C) give Microsoft reasonable assistance if Microsoft chooses to investigate such breach.
4. **Subcontractors.** Except as otherwise provided in the Agreement, Company may use third-party subcontractors and Company Affiliates ("**Subcontractors**") to support the performance of its obligations under this Channel Authorization. Company unconditionally guarantees its Subcontractors' compliance with the Agreement and agrees that it will be liable for the acts and omissions of each Subcontractor as if such acts and omissions were Company's own. With respect to Subcontractors retained to perform material elements of Company's online business or its customer support functions, Company will reserve for Microsoft (as an intended third-party beneficiary of Company's agreement with each such Subcontractor) the right to conduct an audit at Subcontractor locations in accordance with the section entitled "Audit, General" of the Channel Terms for the limited purpose of confirming compliance with the Agreement. Subcontractors are not authorized to perform under the rights granted under this Channel Authorization, and, unless otherwise authorized, may not directly participate in the resell or distribution of Products under this Channel Authorization.

General Requirements and Obligations

1. **Authorization Criteria.** Microsoft may set additional criteria and preconditions for Company's continued authorization under this Channel Authorization, as may be further specified in the Guide or Product Specific Terms, including that Microsoft may require Company to maintain a minimum number of certified employees, minimum sales targets and a minimum number of active Subscriptions. Company's failure to comply with or meet those criteria and preconditions may constitute a material breach of the terms of this Channel Authorization.

2. **Sales Competency.** Company must obtain and maintain the certifications or competencies needed to effectively support the sale, deployment or service of Products as may be set forth in the Guide or Product Specific Terms.
3. **Sales Readiness.** Company will ensure that relevant staff will become familiar with the Partner Portal and will consult it on a regular basis for communications and notices, including updates to the Guide, Price List, policies, processes and other information. Company will make commercially reasonable efforts to participate in all trainings and briefings offered either in person, via printed or online text, or video to ensure the highest degree of technical and sales readiness for all relevant staff. Company agrees to make all relevant sales and technical staff available for these trainings during normal working hours; Company will use commercially reasonable efforts to track and monitor the consumption and retention of these trainings. Company will use commercially reasonable efforts to ensure that the readiness level will be maintained, even in the event of employee change or turnover.
4. **Customer Service Activation and Retention.** Company will make commercially reasonable efforts to drive sales, usage, customer satisfaction and retention of the Products. Company agrees to implement, document, invest and maintain the systems, processes and tools necessary to ensure that Customers are acquired and retained via its relevant sales efforts. Company will actively measure or monitor the performance of such efforts including Customer acquisition, user activation and deployment, and customer renewals. If monitored results goals (i.e., regarding customer acquisition, activation, customer satisfaction, etc.) are not being met, Company will make commercially reasonable efforts to improve results.
5. **“Material Discrepancy”** for purposes of this Channel Authorization means amounts revealed to be owed by Company to Microsoft in excess of 2% of Product Fees paid to Microsoft for the applicable Products during the period subject to the audit.

Customer Related Terms and Obligations

1. Customer Agreement Acceptance.

- (a) Each Customer must accept the Customer Agreement prior to ordering Products from Indirect Reseller. If Customer has not already accepted the Customer Agreement, Indirect Reseller must secure Customer’s acceptance of such, and such acceptance must be in a manner that creates a legally enforceable contract between Microsoft and the Customer. Company may not revise the Customer Agreement in any way. Microsoft may revise the Customer Agreement and acceptance requirements for future Customers on not less than thirty (30) days’ prior notice to Company. If Microsoft updates the Customer Agreement, then Customer must accept the new Customer Agreement prior to or at the submission of a subsequent order (which is not a subsequent adjustment to an existing Subscription) or the renewal of their Subscription. Company must provide the applicable regional version of the Customer Agreement to the Customer based on the Customer location; the Customer Agreement may be available in multiple languages for some locations. Notwithstanding the foregoing, Microsoft may independently obtain the Customer’s acceptance of the Customer Agreement.
- (b) By placing an order with Microsoft, Company represents and warrants that Customer has accepted the Customer Agreement. Microsoft may, at its discretion, accept or reject any proposed Customer. If Customer does not accept the terms of the Customer Agreement,

Company shall be liable to Microsoft for any costs and damages incurred by Microsoft due to such failure.

- (c) Company will confirm the acceptance of the Customer Agreement by Customer as set forth in the Guide; failure to provide such confirmation may result in disablement of Customer's account.

2. Reservation of Rights.

- (a) Microsoft may terminate any Customer's status as a Customer at any time. Microsoft will promptly notify Company of the termination of any of its Customers. Following such notice, Company will promptly stop collecting orders for Products from the terminated Customers; Microsoft may refuse to provision any orders submitted after the termination of Customer. Company will also stop delivery of any program information and materials to the terminated Customer. Termination will not affect the Customer's obligation to file the next required order or report, if any. Termination will not affect Microsoft's right to invoice Company for the order, or Company's obligation to pay Microsoft. If Microsoft terminates a Customer, Company will not have any claim against Microsoft for damages or lost profits resulting from the termination. Company will be entitled to invoice the Customer for the Products that the Customer ordered before termination. Except for in connection with Company's breach of its obligations under the Agreement, Company will not be liable to Microsoft in connection with Microsoft's termination of a Customer.
- (b) Microsoft may provide any Products directly to Indirect Resellers or Customers; Microsoft may also authorize other entities to do so.

General Product Related Obligations

- 1. Product and Subscription Management.** Company will perform certain functions associated with the purchase, activation, support and management of Customer purchased Products. Those functions may be performed through the Partner Portal or other processes or tools identified in the Guide. Company acknowledges and agrees that from time to time Microsoft may update, as Microsoft in its sole reasonable discretion deems appropriate, the processes and tools needed to perform such functions and Company may be required to implement such updates or changes to continue to perform the functions.
- 2. Disablement and Cancellation of Subscription Offers.**
 - (a) As manager of Customer purchased Products, Company may cancel a Subscription for a Customer. Microsoft (i) will not provide a refund in connection with Company's cancellation of a Subscription if such cancellation occurs outside of the stated return period, and (ii) reserves the right to invoice Company for any future scheduled billings for any Subscription cancelled in such a manner; cancellation terms may vary depending on the Product. Upon cancellation, Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with Company, with Microsoft directly, or to some other service. Upon request, Microsoft may assist Company with migration of its Customer's Data at an additional charge agreed to between Company and Microsoft.
 - (b) As manager of Customer purchased Products, Company may temporarily disable a Customer's Subscription. Depending on the Product, Customer may continue to have limited or no access to the Product. Microsoft will not be liable to Company or Customer, in any

manner whatsoever, in connection with Company's disablement of the Customer's Subscriptions.

- (c) Microsoft may temporarily disable a Customer's Subscription for legal or regulatory reasons or as otherwise permitted under the Agreement or the Customer Agreement. Microsoft will notify Company of such a disablement as soon as commercially reasonable. If Microsoft disables a Customer's Subscription, Microsoft also will suspend billing to Company for that Customer's Subscription until the Subscription is re-enabled. Except for in connection with Company's breach of its obligations under the Agreement, Company will not be liable to Microsoft in connection with Microsoft's disablement of a Customer's Subscription.
- (d) If a Subscription is cancelled by Microsoft before its term expires and during Company's billing cycle, (i) Microsoft will provide a prorated credit for the un-used pre-paid portion of the cancelled Subscription in the Company's subsequent invoice, provided that such cancellation is not due to any violation of the terms of this Agreement or Customer's Customer Agreement with Microsoft and (ii) Microsoft will not invoice Company for any future scheduled billings for that Subscription.

OLS Subscription Offer Terms and Obligations

1. Company may cause OLS Subscriptions to be sold for a term of any length as determined by Company, provided, however, that (i) certain OLS Subscriptions will be sold by Microsoft to Company for a fixed term, as set forth below, and (ii) Company's election to cause OLS Subscriptions to be sold for a period longer than the fixed term set forth below will not alter or enlarge Microsoft's obligations under this Channel Authorization or the Agreement.
2. **Fixed Term OLS Subscriptions.**
 - (a) Products sold under fixed term OLS Subscriptions are sold for a term of 12 months, unless provided otherwise in the Guide or Product Specific Terms. Company may choose to be billed and pay for fixed term OLS Subscriptions on a monthly or annual basis.
 - (i) If billed monthly, new OLS Subscriptions will expire 12 full calendar months after the date on which Company purchases the OLS Subscription. For those new OLS Subscriptions billed monthly, Company will be billed in advance for each month at Company's scheduled invoice date, based on the applicable monthly OLS Subscription price.
 - (ii) If billed annually, new OLS Subscriptions will expire 12 full calendar months after the date on which Company purchases the OLS Subscription. Company will be billed in advance and in full at the Company's next scheduled monthly invoice.
 - (b) The unit price for the Online Service will not change during the term of the OLS Subscription.
 - (c) Any subsequent adjustments to OLS Subscriptions (e.g., adding seats) made mid-billing cycle will be calculated and post-billed at the subsequent invoice.
 - (d) Fixed term OLS Subscriptions may automatically renew for 12 months at the end of a subscription term. Company may opt a Customer out of automatic renewal by updating the OLS Subscription through the Partner Portal either in advance of the next scheduled invoice or in accordance with the returns policy for new subscriptions. Pricing for a renewal

term will be Microsoft's pricing in the Price List in effect as of the commencement of the renewal term.

3. Consumption Subscriptions ("Pay-As-You-Go")

- (a) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.
- (b) Consumption Subscriptions will be billed at Company's next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease or increase. The unit price for an Online Service sold on a consumption basis may change during the subscription period.

4. Service Level Agreement Credits.

- (a) Microsoft makes certain service level commitments to Customers in the SLA. If a Customer makes a claim on the SLA, Company must promptly escalate the claim to Microsoft for review. Microsoft will review the claim according to the standard SLA review process. Microsoft will then apply any credit due on Company's next billing reconciliation report. Company must then credit the Indirect Reseller that submitted the SLA claim at least the amount Microsoft has paid Company for the SLA credit. Customer is eligible for credits not to exceed the total monthly Subscription estimated retail price. Microsoft reserves the right to audit outages on a per Subscription or per service basis at any time.
- (b) Nothing in this section will be deemed to preclude Company from proactively providing credits to Customers who make a claim on the SLA prior to submitting a claim to Microsoft; provided, however, that the claim will remain subject to validation by Microsoft according to the standard SLA review process and, in the event the claim is determined by Microsoft to be invalid, Microsoft will not be obligated to reimburse Company for such credits and Company will be solely liable for any credits it advanced to Customers.

Software Offer Terms and Obligations

- 1. Software Subscription Renewal.** Certain Software Subscriptions may not automatically renew at the end of their term. Company will be responsible for informing Customers about whether a purchased Software Subscription will require manual renewal or repurchase at the end of its term. Pricing for a renewal term will be Microsoft's price in the price list in effect as of the commencement of the renewal term.
- 2. Proof of License.** Microsoft may issue license confirmations to Customers or provide them with access to a secure website with Customer licensing information. Company will only deliver or facilitate the delivery of license confirmations to Customers who are entitled to receive them under a Customer Agreement. Company will not change any written confirmation of a license that Microsoft provides to a Customer.
- 3. Installation of Software.** Company's Indirect Reseller must use all reasonable measures to ensure that Customers use only original Software. Customer's installation of certain Software may require the Customer to have a qualifying base license on the Customer's hardware unit. The applicable requirements are set forth in the Product specific terms incorporated into the Customer Agreement. In the case of installing Software on Customer's behalf, Company's Indirect Reseller must take commercially reasonable efforts to confirm that the Customer has properly obtained the prerequisite Software. Company's Indirect Reseller must retain all records

related to the installation of Software, and, upon request, will provide such records to Microsoft for verification. Any falsification of such Customer information provided to Microsoft will constitute grounds for immediate termination of the Indirect Reseller's participation in the distribution of Products.

4. **Sufficient Number of Licenses.** Company's Indirect Reseller must ensure that its Customers acquire from Company's Indirect Reseller or Microsoft sufficient numbers of Microsoft licenses for software, client access licenses, terminal service licenses, or subscription agreements for Online Services or any other appropriate services to match: (i) the quantities of the Software or Professional Services provided to the Customer; and (ii) the maximum number of users and/or devices that may access or use the Software or Professional Services under the Customer Agreement. Company will promptly notify Microsoft of any known or suspected failure by a Customer to possess sufficient numbers of Microsoft licenses.

Payment, Ordering, Reporting, and Fulfillment

1. **Price.** Product Fees will be communicated via the Price List posted on the Partner Portal; Microsoft may also make prices available via APIs or other tools.
2. **Payment Terms.** Full payment of all invoices under this Channel Authorization must be made within sixty (60) days from the invoice issue date ("Net Sixty"), unless otherwise stated on the invoice or in a Guide.
3. **Ordering.**
 - (a) Except as otherwise provided in the Guide or Product Specific Terms, Company must electronically submit an order for all Products ordered by each of Company's Customers. Company will use commercially reasonable efforts to ensure that any information that is submitted through the Partner Portal is accurate and current as of the date submitted.
 - (b) Microsoft may reject any purchase order for a Software offer, in whole or part, within ten (10) days from the receipt of Company's order. Microsoft will notify Company if Microsoft rejects any order. Once an order for a Software offer is submitted, Company will have sixty (60) days from the order date to submit any revisions to such order. All revision requests must be accompanied by supporting Customer documentation as required by Microsoft and will be subject to Microsoft's review and approval. An approved order revision will result in the full cancellation of the underlying order and a refund. Microsoft may, in its sole discretion, decide to charge a handling fee of 5% of the value of any purchase order revision submitted and approved after sixty (60) days.
 - (c) Software Perpetual License offers are purchased on an as needed basis and billed upfront to Company at the upcoming billing cycle.
 - (d) The Agreement is essential to any agreement Company enters into with an Indirect Reseller or Customer for the distribution or resale of Products. Company may only collect orders and payments for Products and purchase and deliver welcome kits and/or any additional program information and materials if the Channel Authorization is in full force and effect.
4. **Delivery of Products.**
 - (a) Upon receipt and acceptance of a valid order for Products, Microsoft will provision the Products based on the Customer information provided by Company.

- (b) Company is responsible for the fulfillment of Software offers to Customers through whichever means Company deems viable. Microsoft will make any associated product keys available through the Partner Portal or through associated APIs.
- (c) Microsoft may send direct communications to Customers related to the terms of the Customer Agreement or the operation or delivery of a Product. Company must provide Microsoft with accurate contact information for the administrator of each Customer domain.

Operational and Technical Support

1. Company Support Obligations.

- (a) Subject to the sections entitled “Fulfillment of Support Obligations, Indirect Reseller” and “Administrative Access” below, Company must provide support services to Customers for all Products it distributes and will include this requirement in any Independent Customer Agreements that it has with its Customers.
- (b) Company must provide Customers support for Products on a continuous basis. Company will be the point of contact for its Customers for all operational or technical support issues or questions related to the Products, including those directly related to the procurement, license key access/activation and product media/download or fulfillment of Products deemed to be Software Perpetual License or Software Subscription offers.
- (c) Company is responsible for informing Customers of Company support processes and must endeavor to diagnose and resolve issues to the best of its ability. Company may leverage any support plan that it has purchased from Microsoft in the fulfillment of its obligations under this section. In the event of Company being unable to resolve a Customer support issue, Company can escalate to Microsoft via appropriate commercial or technical support channels. Microsoft will provide Company escalation support for undocumented scenarios and service impacting events.
- (d) Microsoft may require Company to maintain certain support performance levels, including with regards to customer satisfaction, support volume directed from Customers to Microsoft, and invalid support escalations from Company to Microsoft. If Microsoft determines that Company is unable to meet these performance levels, upon request by Microsoft, Company will meet to discuss a remediation plan. If Microsoft determines that remediation is necessary, Company will provide a report to Microsoft of Company’s support capabilities and will perform any necessary additional training of its personnel to support the remediation plan.

2. Support Contact Information. Company will provide Microsoft with the telephone numbers, email addresses and website addresses for Company’s support personnel; Company will keep this information current during the term of the Channel Authorization. Company agrees that Company’s relevant support personnel will: (i) complete help desk training before the launch of the Products in the Territory, and (ii) stay current on the latest help desk training. Company may not publish, disclose or use Microsoft’s support contact information in a way that directs Customers to Microsoft.

3. Support Metrics Report. Company will store case information in an incident management system that will enable Company to generate monthly reports. Company and Microsoft mutually agree to share information for the continued optimization of the Products unless restricted by Law or unless otherwise previously agreed upon by both parties. The parties agree to treat the

information reported under this section as Confidential Information; provided that Microsoft may disclose the data in an aggregated and anonymous format to its other resellers to show support trends.

4. Fulfillment of Support Obligations, Indirect Resellers.

- (a) Company may cooperate with its Indirect Resellers in the fulfillment of Company's service and support obligations and requirements outlined in the sections entitled "Company Support Obligations", "Support Contact Information", and "Support Metrics Report" above, such obligations and requirements being its **"Technical Support Obligations."**
- (b) Company may delegate any of its Technical Support Obligations with respect to a specific Product that it distributes through an Indirect Reseller to such Indirect Reseller. In such case, the Company and the Indirect Reseller will be held jointly and severally responsible for the fulfillment of the Technical Support Obligations for the relevant Product and with respect to the Customers that purchase such Product through such Indirect Reseller; notwithstanding any such delegation, Company remains obligated to ensure the performance of the Technical Support Obligations.

5. Administrative Access.

- (a) Administrative Access Credentials are the property of the Customer; Company must provide Customer with any Administrative Access Credentials Microsoft provides with respect to a Product purchased by Customer. Company must cooperate with and facilitate the transference of any Administrative Access Credentials to Customer or any other Microsoft reseller at a Customer's direction.
- (b) If Company (i) retains or obtains any Administrative Access Credentials of a Customer for any purpose, including the fulfillment of its Technical Support Obligations, or (ii) otherwise has access to or processes Customer Data, then Company must enter into an Independent Customer Agreement with Customer with terms consistent with Data Protection Laws governing Company's use of Administrative Access Credentials.
- (c) If Company delegates any of its Technical Support Obligations to an Indirect Reseller, as described in the section entitled "Fulfillment of Support Obligations, Indirect Resellers" above, then the Company will cooperate with the Indirect Reseller and Customer to obtain, and provide to Microsoft, the consents needed for the transference or duplication of the Administrative Access Credentials needed by Indirect Reseller to perform the delegated Technical Support Obligations.
- (d) If Company's Indirect Reseller (i) obtains any Administrative Access Credentials of a Customer for any purpose, including the fulfillment of Technical Support Obligations, or (ii) otherwise has access to or processes Customer Data, then Company must ensure that its Indirect Reseller enters enter into an Independent Customer Agreement with Customer with terms consistent with applicable Data Protection Laws governing such Indirect Reseller's use of Administrative Access Credentials.

Warranty and Defense Obligations

- 1. Warranty.** Microsoft warrants its Products to Customers as described in the Customer Agreement.
- 2. Defense of Third-Party Claims.**

- (a) **Microsoft Obligations.** Subject to the conditions set forth in that section entitled “Defense of Third Party Claims, General” of the Channel Terms, Microsoft will defend Company (including by paying external attorneys’ fees and costs and expenses of defense), and pay any resulting adverse final judgment or settlement to which Company consents, from a Claim to the extent that such:
- (i) arises from Microsoft's gross negligence, or from intentional acts or omissions hereunder;
 - (ii) alleges that the Product alone, without combination or modification, either (1) directly infringes an asserted patent claim; or (2) embodies all the essential inventive elements of an asserted patent claim;
 - (iii) alleges that the Product, or Company’s use of Microsoft Marks in connection with promotion of Products, infringes a third party’s trademark;
 - (iv) alleges that the Product infringes a third party’s copyright; or
 - (v) alleges that the Product misappropriates a trade secret (as “misappropriates” and “trade secret” are defined in the Uniform Trade Secrets Act). If the Agreement is governed by the laws of a jurisdiction outside the United States, “misappropriates” will mean “intentionally unlawful use” and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the Agreement on Trade-Related Aspects of Intellectual Property Rights, including Trade in Counterfeit Goods (TRIPS Agreement), or the terms “misappropriation” and “trade secret” will have the meanings defined in the Unfair Competition Prevention Law.
- (b) **Limitations on Microsoft’s Defense Obligation.** Microsoft will not be liable for any Claim to the extent that the Claim or adverse final judgment is based on Company’s: (a) distribution or use of any Product or Mark after Microsoft notifies Company to stop distribution or use of the Product or Mark due to such a Claim; (b) combination of a Product with any Non-Microsoft Product, data or business process; (c) damages attributable to the value of the use of a Non-Microsoft Product, data or business process; (d) alteration of any Product; (e) use of Microsoft’s Mark(s) without Microsoft’s written consent to do so; or (f) for any trade secret Claim, Company’s acquiring a trade secret (1) through improper means, (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (3) from a person who had a duty to maintain its secrecy or limit its use. Company will reimburse Microsoft for any costs or damages that result from these actions.
- (c) **Microsoft’s Options.** If, in connection with an infringement Claim, Microsoft replaces a Product or Mark with, or modifies a Product or Mark such that it is, a non-infringing functional equivalent, then Company must immediately stop distribution of the allegedly infringing Product or use of the allegedly infringing Mark. Company will work with Microsoft to recall all Products that are the subject of a Claim and replace them with the non-infringing alternative. If any other type of Claim is brought against Company regarding Microsoft’s intellectual property, it must notify Microsoft promptly in writing. Microsoft may, at Microsoft’s option, choose to treat these Claims as being covered by this section. This section provides Company’s only remedy for third party infringement and trade secret misappropriation Claims.
- (d) **Company’s Defense Obligations.** Subject to the conditions set forth in that section entitled “Defense of Third Party Claims, General” of the Channel Terms, Company will defend

Microsoft (including by paying external attorneys' fees and costs and expenses of defense) from, and will pay any resulting adverse final judgment or settlement (to which Microsoft consents) associated with, a Claim that arises out of or is connected with any default or breach or alleged default or breach of the Agreement by Company, Company's sale or distribution of any Product, or any other act or omission by Company. Notwithstanding anything otherwise provided in this Channel Authorization, Microsoft will not amend Company's indemnification obligations in this Channel Authorization through the introduction of new Product Specific Terms, except that Microsoft may introduce new Product Specific Terms that supersede or modify such terms solely as applicable to new Products. Microsoft will not amend Company's indemnification obligations in this Channel Authorization with retroactive effect, or with prospective effect across all Products.

Customer Data and Privacy Obligations

1. **Privacy.** Before obtaining information from Data Subjects, Company must obtain their legally valid permission or have another valid legal basis to permit the processing and transfer of the data by Company and Company Affiliates, Microsoft and Microsoft Affiliates, and each parties' respective subsidiaries and service providers as contemplated under this Channel Authorization. Microsoft may collect, use, transfer, disclose, and otherwise process each Customer's data, including personal data, as described in the Customer Agreement. If obtaining Data Subject permission, such permission must comply with applicable law as valid consent.
2. **Customer Data.**
 - (a) The security, privacy and data protection commitments made by Microsoft in any Customer Agreement only apply to the Products purchased from Microsoft and not to any services or products provided by Company. Except as Company and Customer may otherwise agree, Company shall not delegate administrative privileges to a Product provided to Customer or otherwise provide access to Customer Data to a third party (other than Customer) without Customer's prior consent or in violation of any Laws, including Data Protection Laws.
 - (b) Except as Company and Customer may otherwise agree, Company shall use Customer Data only to provide Customer with the Products and the support services specified under this Channel Authorization and to assist Customer in the proper administration of the Products. Additionally, Company shall not disclose Customer Data, including the content of communications, to law enforcement or other government authorities without the prior written consent of Customers, unless required to do so by Law.
 - (c) If Company receives a request for Customer Data either directly from a law enforcement agency or as redirected to Company by Microsoft, then Company shall redirect the law enforcement agency to request that Customer Data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Company shall immediately (i) notify Customer; (ii) cooperate fully with Customer in any reasonable efforts to intervene, quash or limit, or otherwise respond to, such requests; and (iii) after consultation with Customer, only disclose the minimum amount of data necessary to comply with applicable Laws or judicial process.
 - (d) Company shall require in its agreements with Customer that, as and to the extent required by any Law, Customer shall (i) notify the individual users of the Products that their Personal Data may be processed for the purpose of disclosing it to law enforcement or other

governmental authorities when required by applicable Law as determined by Company; and (ii) obtain individual users' consent to the same.

- (e) With respect to the Personal Data transferred hereunder, Company and Microsoft agree that both Company and Microsoft are data controllers of the Personal Data that each independently processes, provided, however that this characterization does not apply to Customer Data for which each party is an independent processor of our mutual Customer.
 - (f) In the event Company becomes aware of (i) any unlawful access to any Customer Data, or (ii) unauthorized access to such facilities or equipment that contain Customer Data that results in the loss, disclosure or alteration of any Customer Data, or (iii) any actual loss of or suspected threats to the security of Customer Data (each, a "**Security Incident**"), Company must notify Microsoft at cert@microsoft.com promptly and without undue delay; provided that in the event a Security Incident involves Customer Personal Data, Company must notify Microsoft within 72 hours after having become aware of it.
3. **Other Security Obligations.** Company will ensure (i) that only its Representatives that are authorized to use the Partner Portal are given access accounts, (ii) that its Representatives access and use the Partner Portal responsibly, and (iii) that all access credentials are responsibly managed and secured. Company will enable a multifactor authentication service in accessing any Microsoft Commercial Cloud portal or any underlying service, as may be further detailed in the Guide.

Notice of Changes

1. **Changes to this Channel Authorization.** Microsoft reserves the right to unilaterally modify the terms of this Channel Authorization from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to this Channel Authorization will become effective without further action by the parties. Any modification of this Channel Authorization per this provision will have prospective effect only.
2. **Changes to Available Products**
 - (a) Microsoft may add new Products (or a form factor, version or SKU of a Product) to the Price List at any time and without notice.
 - (b) Microsoft may update, or otherwise modify, an existing Product to add new features or functionality at any time. Microsoft will provide Company with no less than thirty (30) days' prior notice before discontinuing a Product or removing any existing features or functionality of a Product (or SKU of a Product), unless such discontinuance or removal relates to a currency fluctuation event.
3. **Changes to Price List.**
 - (a) Microsoft may decrease or increase Product Fees listed on the Price List at any time. Microsoft will provide Company with no less than thirty (30) days' prior preview of an updated Price List before such becomes effective; provided, however, that Microsoft reserves the right to make changes to the previewed Price List up until ten (10) days before the effective date of such Price List.
 - (b) Notwithstanding the foregoing:

- (i) the prices for Microsoft Azure Services may change without notice; and
 - (ii) Microsoft will not be required to provide any prior notice before the effectiveness of a decrease or increase in Product Fees that relates to a currency fluctuation event.
4. **Changes to Product Specific Terms.** Microsoft may change the terms and conditions of the Product Specific Terms at any time. Microsoft will provide Company with no less than thirty (30) days' prior notice before such changes become effective.
 5. **Changes to Guides.** Microsoft may change a Guide at any time. Microsoft will provide Company with no less than thirty (30) days' prior notice before such changes become effective.
 6. **Changes to Territory.** Microsoft may change the Territory at any time by providing Company no less than sixty (60) days' prior notice.
 7. **Changes to Non-Microsoft Products.** Microsoft may change the prices for Non-Microsoft Products and may add or remove Non-Microsoft Products from the price lists at any time on notice to Company.

Termination

1. **Term.** Company will continue to be authorized under the Channel Authorization until this Channel Authorization is terminated.
2. **Automatic Termination.** Company acknowledges that termination of either the Core Terms or the Channel Terms shall immediately, and without further action by the parties, terminate this Channel Authorization.
3. **Termination Without Cause.** Either party may terminate this Channel Authorization at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days' prior written notice. Neither party will have to pay the other party any costs or damages resulting from termination of this Channel Authorization without cause.
4. **Termination for Cause.** If a party breaches any term of this Channel Authorization, the breaching party shall have thirty (30) days' following written notice of such breach by the non-breaching party to cure the breach if the breach is curable. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate this Channel Authorization upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches this Channel Authorization for the same reason as a prior breach then the other party may terminate this Channel Authorization immediately on written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate this Channel Authorization immediately upon written notice to the breaching party. Either party may also terminate this Channel Authorization immediately upon written notice to the breaching party due to the other party's breach of the confidentiality terms. Microsoft may also terminate this Channel Authorization immediately upon written notice to Company due to the infringement, misappropriation or violation of Microsoft's intellectual property rights. Microsoft may, in its sole discretion, deem a termination for breach of the Online Services and Software Channel Authorization of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, this Channel Authorization.
5. **Effect of Termination.**

- (a) If this Channel Authorization is terminated, all rights granted under this Channel Authorization immediately automatically terminate and Company must pay Microsoft any amounts due under this Channel Authorization.
- (b) Except as otherwise provided in the Agreement, termination of this Channel Authorization terminates all Guides under this Channel Authorization, any Product Specific Terms, and any appurtenant amendments or addenda.
- (c) If this Channel Authorization is terminated for any reason other than a breach by Company:
 - (i) Microsoft may, subject to the terms of this Channel Authorization, continue to provide Products to Company in respect of Customers with an active Subscription for the shorter of twelve (12) months or the minimum period of required performance by Company under the applicable customer agreement;
 - (ii) In such case, Company may, subject to the terms of the Channel Authorization, continue to provide Products to Customers with a binding Customer Agreement for the shorter of twelve (12) months or the minimum period of required performance by Company under the applicable customer agreement.
 - (iii) Company and Microsoft will work in good faith to develop and specify options available to existing Customers at the end of such period and issue any necessary communication to such Customers describing such options. This will include, if available, an option to purchase Products directly from Microsoft or other Microsoft resellers.
- (d) If this Channel Authorization or the Agreement is terminated, Microsoft reserves the right to communicate with Customers and provide Customers with the option to purchase Products directly from Microsoft or other Microsoft resellers in order to maintain continuity of service for Customers.



Guide to the Online Services Subscriptions and Software Channel Authorization

This Guide to the Online Services Subscriptions and Software Channel Authorization (“**Guide**”) provides additional requirements and guidelines regarding the resale and distribution of Products in the Territory. All terms used but not defined herein will have the meaning given to them in the Online Services Subscriptions and Software Channel Authorization (the “**Channel Authorization**”).

General Channel Authorization Terms and Conditions

1. Sales Competencies.

PRODUCT	REQUIRED COMPETENCY
All Products under the Channel Authorization	Gold Certified status for the Cloud Competency
Microsoft Dynamics Online Services	MPN Competency for Cloud Customer Relationship Management

- 2. Customer Agreement Acceptance Confirmation.** Company will confirm through the Partner Portal that Customer has accepted the Customer Agreement by providing a record of such acceptance (providing the acceptance date, name of signatory and other relevant details) upon the creation of any new subscriptions. Failure to provide such record of acceptance through the confirmation process or through a Microsoft enabled Customer Agreement acceptance process may result in disablement of Customer’s account.

3. Partner Portal Access, Multifactor Authentication Requirements.

- (a) Microsoft may provide tools for Company to use to self-administer its Representatives’ access rights to the Partner Portal; it will be Company’s responsibility to use such tools to monitor and control its Representatives’ access. In the event that Company has no access to the self-administration tools, or if Company requires assistance, Company will contact Microsoft if a Representative should have their Partner Portal account terminated. Microsoft will endeavor to respond to such requests in a timely manner, but Company remains responsible for actions taken using access rights that were established for its Representatives.
- (b) The requirement to enable a multifactor authentication service may be fulfilled by either (i) Company’s enablement of both the “Baseline policy: Require MFA for admins” and the “Baseline policy: End user protection” in the “Azure Portal” for all users; (ii) Company’s purchase of a Microsoft offer that includes a multi-factor authentication service (for example, “Azure Active Directory Premium”); or (iii) Company’s purchase of a third-party “on-premises” multi-factor authentication service that supports Azure Active Directory federated services.
- (c) If an offer or service, as described in items (ii) and (iii) above, is purchased in fulfillment of the requirement to enable a multifactor authentication service, then Company must apply and enforce the use of the underlying multi-factor authentication service for all users in their accessing any Microsoft Commercial Cloud portal or any underlying service.
- (d) Any software application that is used to access the Partner Center API must adhere to the Secure Application Model, which is made available on Partner Portal.

4. Support Terms.

- (a) **Customer Service Level Agreement.** The current Online Services Service Level Agreement can be found at: <http://www.aka.ms/csla>.
- (b) **Escalation Support.** When submitting an incident, Company is responsible for setting the initial severity level in accordance with the severity table below. The incident severity will determine Microsoft's estimated response times and levels, as well as Company's expected response. Examples of support services that are commonly performed under Escalation Support include, but are not limited to: new or undocumented issues; code defects; or, service availability issues that are within Microsoft's control. Company agrees Escalation Support will be provided only in the English language and only for Products then being provided by Microsoft. If an Escalation Support issue cannot be resolved between Company and Microsoft on first contact, Microsoft's and Company's support personnel will re-engage for follow up.
- (c) **Support Metrics Reports.** In the course of providing customer technical support, Company will store case information in an incident management system that will enable Company to generate monthly reports. Company agrees that Company's relevant support personnel will: (y) complete help desk training before the launch of the Products in the Territory, and (z) stay current on the latest help desk training. Company and Microsoft mutually agree to share information for the purpose of optimizing the Product unless restricted by applicable law or unless otherwise previously agreed upon by both parties. Such information includes:
- (i) Qualitative reporting such as Microsoft Technical Support, Operational Support, Corporate Engagement Model, and other suggestions for future improvements.
 - (ii) Quantitative reporting such as Company's attach rates for Products compared to other Microsoft programs (such as Enterprise Agreements) and closure rates for Products, and new Customer acquisition and Company service attach success metrics.

The parties agree to treat the information reported under this section as Confidential Information as defined in the Agreement; provided, however, that Microsoft may disclose the data in an aggregated and anonymous format to its other resellers to show support trends.

- (d) **Severity Table.** When Company contacts Microsoft to escalate a Customer issue, the incident will receive a severity level ranking based on the nature of the issue. This ranking will define the response guideline and on-going communication as Microsoft works to resolve the incident. The following table shows Microsoft severity and response guidelines.

Severity	Definition	Initial Response Goal
A – Critical	One or more Products aren't accessible or are unusable. Production, operations, or deployment deadlines are severely affected, or there will be a severe impact on production or	2 hours

	profitability. Multiple users or Products are affected.	
B – Urgent	The Product is usable but in an impaired fashion. The situation has moderate business impact and can be dealt with during normal business hours. A single user, Customer, or Product is partially affected.	4 hours
C – Important	The situation has minimal business impact. The issue is important but does not have a significant current Product or productivity impact for the Customer. A single user is experiencing partial disruption, but an acceptable workaround exists.	8 hours

Company will designate escalation contacts for support related activities. Escalation Support will be provided only to Company named contacts

- (e) **Business Continuity Management.** If a Force Majeure Event inhibits the conduct of normal licensing or service operations, Microsoft may choose to immediately alter its operational procedures. In such cases, Microsoft will provide responsive instructions to Company. Company must follow the such instructions until Microsoft declares its return to normal operations procedures.
- (f) **Azure Active Directory.** Products may utilize “Azure Active Directory” for the complete customer experience. Company may be required to utilize “Azure Active Directory” to fulfill the Product to the Customer. Companies use of an alternative identity solution will not receive Escalation Support from Microsoft for identity-related issues.

5. Other Terms

- (a) **Customer Satisfaction Surveys.** For the purpose of optimizing the Products, Microsoft may enable Customers or Company to participate in Customer satisfaction surveys, including but not limited to: (y) using online customer satisfaction survey tools as provided by Microsoft, or (z) sharing customer satisfaction results as collected by the Company and presented in a format that is mutually acceptable to Microsoft and Company.
- (b) **Price Lists.** Prices for Products sold through the Channel Authorization will be in the currency applicable to Company and reflected on Company’s invoice. A list of countries and currencies is available from Microsoft. Prices will be communicated via one or more price lists that are posted on the Portal. Microsoft may also make prices available via APIs or other tools for certain Products.

- (c) **Invoices.** Microsoft will post Company's invoices to the Partner Portal. Individuals who are authenticated in the Portal as "Billing Admin" or "Global Admin" will have access to the invoice. The invoice will identify the price payable by Company in accordance with the pricing applicable to each Product. Microsoft's standard payment terms are Net Sixty (60); some locations may differ, and any such terms will appear on the invoice to Company. Company must remit payments to the account identified in Microsoft's invoice or another account Microsoft identifies. Payments not received within the required time frame may be assessed a finance charge of 1% of the invoice amount per month or the legal maximum, whichever is less.
- (d) **Billing Reconciliation and Disputed Amounts.** Microsoft will issue billing reconciliation reports on a monthly basis corresponding to the offers. The billing reconciliation report for Software Perpetual License offers and Software Subscription offers may be provided separately from the billing reconciliation report for OLS Subscription offers. The billing reconciliation will contain billing reconciliation information on Products, discounts and credits. In the event of a settlement dispute between Microsoft and Company, a case incident will be opened by Company. Company and Microsoft will review and resolve any disputes with respect to the settlement report. Upon resolution, a credit may be issued for the following period's invoice. For specific scenarios and examples of the invoice or billing reconciliation, refer to the Billing and Invoicing Guide found on the Partner Portal.

Product Specific Terms and Conditions.

Notwithstanding that the content of this section is located in the Guide, the following subsections will each be deemed Product Specific Terms for the purposes of that section of the Channel Terms entitled "Order of Precedence."

1. **Microsoft Azure Services Offer Terms.** These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Microsoft Azure Services.
 - (a) **Preview Releases.** Microsoft may make preview releases available from time-to-time. **Previews are provided "as-is," "with all faults," and "as-available,"** as further described in the Customer Agreement. Company is required to identify as a "Preview" any Products that are sold as a preview release to its Customers and refer Customers to their Customer Agreement and the Online Services Terms for applicable terms.
 - (b) **Microsoft Azure Limits and Resource Management.** Some Microsoft Azure Services may include limits and maximum resources, known as "Usage Quota." Usage Quotas may change periodically. Refer to <http://azure.microsoft.com/en-us/documentation/articles/azure-subscription-service-limits/> for the latest information on Limits and the Azure Resource Manager. If Company or a Customer wants to raise a limit above a default limit, Company must submit a request to Microsoft on behalf of the Customer.
 - (c) **Customer purchase of Azure services.** Company may provide a Customer subscription administrative rights that enable the Customer to provision or deprovision Azure subscription services within the Portal. This activity by the Customer will be treated as a Company order on behalf of the Customer under the terms of the Agreement and at the price set by Company. Company will monitor Customer activities and manage any limits on the types or volume of services that Customers can provision or deprovision.

(d) Microsoft CSP Sandbox Environment. If Microsoft provides Company with a CSP Sandbox tenant, access is provided as a courtesy for API integration testing only and not for any type of commercial purpose. Using it for any other purposes is a violation of its intended use. The following uses are strictly prohibited:

- (i) Direct revenue-generating activities such as hosting a commercial website, hosting a customer's applications or development of custom solutions for a specific client, cryptocurrency mining, providing development or systems integration services to others, etc.
- (ii) Non-revenue-generating commercial activities such as providing free trials to customers, conducting proof-of-concept to customers, providing free resources to partner employees, etc.
- (iii) Customer training (except for learning partners)
- (iv) Reselling, transferring or otherwise giving unauthorized access to any third party.

Company is responsible for all activities occurring within its sandbox tenant and for any unauthorized access or usage including the use of any 3rd party applications. Refer to <https://docs.microsoft.com/partner-center/develop/set-up-api-access-in-partner-center> for API setup and use. Azure usage quotas also apply to the sandbox environment. Company will inform Microsoft of any unauthorized access or suspicious activity detected in its sandbox tenant within a reasonable timeframe. Company is responsible for ensuring that any unused subscriptions and Azure resources are promptly disabled. Company may be held financially liable to Microsoft for Azure usage stemming from any abuse or fraudulent activity occurring within Company's sandbox tenant.

MICROSOFT (A) PROVIDES THE APIS AND CSP SANDBOX TENANT "AS-IS" AND WITH ALL FAULTS; (B) PROVIDES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (C) DOES NOT GUARANTEE THAT THE APIS OR CSP SANDBOX TENANT WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT LOSS OF DATA WILL NOT OCCUR.

Microsoft does not guarantee resource availability. Microsoft may change, suspend or delete any sandbox tenant or sandbox subscriptions at any point without prior notice. Microsoft does not guarantee that company can retrieve configuration or data from changed, suspended, or deleted sandbox accounts or subscriptions.

2. Azure Partner Shared Services Offer Terms. Azure Partner Shared Services are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell or distribute, as applicable, Azure Partner Shared Services.

- (a) Azure Partner Shared Services.** Company may provision tenants to be dedicated as the "Azure Partner Shared Services" tenants for the purpose of Company's provisioning shared resources and to host multi-tenant SaaS solutions using Azure.
- (b) Authorization.** Notwithstanding anything in the Agreement to the contrary, Microsoft grants Company the right to access and use Azure Partner Shared Services for the above purposes and to purchase Azure services for internal consumption; provided, however that Company

must keep separate tenants for Azure Partner Shared Services from all Company's Customers' tenants.

(c) Use Rights.

- (i) Company's access to and use of the Azure Partner Shared Services will be subject to the terms of the Customer Agreement as if Company were the "Customer." Company will have complied with its obligations under those terms of the Channel Authorization addressing Customer Agreement acceptance by creating the Azure Partner Shared Services tenant.
- (ii) As between Company and Microsoft, Company is solely responsible for assessing and fulfilling any use tax obligations, where applicable, arising out of Company's exercise of the rights granted under these terms.

3. Microsoft Azure Stack Offer Terms. Microsoft Azure Stack services are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Microsoft Azure Stack Services hosted on hardware that is owned or operated by Company.

(a) Definitions.

"Administrator Functions" means functions associated with the purchase, activation, support and management of Customer Subscriptions and Products.

"Administrator Subscription" is the default provider subscription in Microsoft Azure Stack (see Microsoft Azure Stack technical documentation (<https://docs.microsoft.com/en-us/azure/>)). This subscription is created for the system administrator during the Microsoft Azure Stack setup and deployment process. This subscription may be used solely to deploy and manage Microsoft Azure Stack Infrastructure Resources; it may not be used to run Tenant Workloads.

"Microsoft Azure Stack Infrastructure Resources" are the software resources, services, resource providers and storage accounts that are generated by the Microsoft Azure Stack setup and deployment scripts, and which enable Microsoft Azure Stack to function as a cloud that can be used to host and run Tenant Workloads. These do not include any Tenant Workloads.

"Tenant Workloads" are any virtual machines, storage accounts and applications (including PaaS applications) that are deployed by the system administrator or customers on Microsoft Azure Stack. These workloads typically are business applications or perform management task such as application backup and restore. The Tenant Workloads do not include the Microsoft Azure Stack Infrastructure Resources.

"Tenant" means an Azure Active Directory tenant.

"Product Terms" means the document that provides information about Products available through volume licensing. The Product Terms document is published at <http://www.microsoft.com/licensing/contracts> and is updated from time to time.

- (b) Authorization.** Notwithstanding anything in the Agreement to the contrary, Microsoft hereby grants Company the right to access and use the Administrator Subscription and the Microsoft Azure Stack Infrastructure Resources subject to the following conditions:

- (i) Company may not provision, deploy or run any Tenant Workloads in the Administrator Subscription. The Administrator Subscription may be used solely to perform Administrator Functions and run the Microsoft Azure Stack Infrastructure Resources;
- (ii) Company must keep separate the Tenant that Company uses for the Administrator Subscription from all Company's Customers' Tenants.; and
- (iii) Company may only perform Administration Functions from the Administrator Subscription.

(c) Use Rights.

- (i) Company's access and use of the Microsoft Azure Stack Infrastructure Resources will be consistent with the terms of the Customer Agreement, as if Company were the "Customer" thereunder, and Company will be deemed to have complied with its obligations under those terms of the Channel Authorization addressing Customer Agreement acceptance.
- (ii) Company may use Microsoft Azure Stack only on the hardware on which it is preinstalled. Microsoft Azure Stack includes Windows Server, Windows Software Components and SQL Server Technology, each of which are subject to the Included Technologies section of the Product Terms and may not be used outside of Microsoft Azure Stack. The Enterprise and Developer Privacy Statement located at <https://www.microsoft.com/en-us/privacystatement/EnterpriseDev> applies to Company's use of Microsoft Azure Stack.

(d) Customer Disclosures. Company shall prominently disclose to Customers who purchase Microsoft Azure Stack software or services hosted by Company that:

- (i) Such software and use are hosted by Company and not Microsoft; and
- (ii) Use of such software or services is subject to Company's privacy practices and not those of Microsoft.

(e) Verifying Compliance. If an audit of Company discloses that Company has used the Microsoft Azure Stack Infrastructure Resources for any reason other than Administrator Functions, Microsoft may require Company to reimburse Microsoft for the estimated retail price of such Microsoft Azure Stack Infrastructure Resources, without prejudice to any of Microsoft's other legal or equitable rights or remedies. Such amounts shall be paid promptly upon receipt of an invoice from Microsoft.

(f) Incentives. Orders placed under the Administrator Subscription for any Microsoft Azure Infrastructure Resources will not be eligible for incentives.

(g) Tax. As between Company and Microsoft, Company is solely responsible for assessing and fulfilling any use tax obligations arising out of Company's exercise of the rights granted under these terms.

4. Skype for Business Online PSTN Services Offer Terms. Skype for Business Online PSTN Services are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Skype for Business Online PSTN Services.

- (a) **PSTN Service Provider.** Skype for Business Online PSTN Services (“**PSTN Services**”) enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided to Customers in the United States by Skype Communications US Corporation, a subsidiary of Microsoft Corporation. PSTN Services are provided to Customers outside the United States by the Microsoft Affiliate that signs the Customer Agreement with the Customer.
 - (b) **Taxes.** Notwithstanding anything to the contrary in the Agreement, amounts Company must pay Microsoft for certain Products may be tax inclusive. Tax inclusive amounts will be specified as such on the invoice. Company is responsible for paying any applicable Taxes on or with respect to its activities in connection with the Agreement.
 - (c) **Important Information About Emergency Calling/911 in the US.** 911 emergency calling operates differently with Skype for Business Online PSTN Calling services than on traditional telephone services. Company must inform Customers that they are required to notify each user of the Skype for Business Online PSTN Calling services of these differences. The differences include the following: (i) Skype for Business may not know the actual location of a 911 caller, which could result in a 911 call being routed to the wrong 911 call center and/or emergency services being dispatched to the wrong location; (ii) when a Skype for Business user dials a 911 call, the user may be asked by an operator to provide his or her current location to assist in properly routing the 911 call and dispatching emergency services; (iii) if the user’s device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make a 911 call through Skype for Business Online PSTN Calling services; and (iv) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not call 911 from a location outside the U.S. because the call likely will not be routed to the appropriate call center in that country.
5. **Microsoft Dynamics 365 Offer Terms.** Microsoft Dynamics 365 Products are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Microsoft Dynamics 365 Products.
- (a) **Microsoft Dynamics 365 for Operations, Enterprise edition; and Microsoft Dynamics 365 Plan 2, Enterprise edition.** If Company resells any of the Products identified above, Company must purchase and maintain a Microsoft Dynamics Advanced support for partners plan (“**ASFP**”) or higher Microsoft plan. In addition, at least two (2) of Company’s employees must pass the Microsoft Dynamics 365 technical exams. Company can purchase ASFP at <https://partner.microsoft.com/en-US/Support/advanced-cloud-support>. Any support provided to Company by Microsoft through ASFP will be subject to the service terms presented to Company at the time ASFP is purchased.
 - (b) **Microsoft Dynamics 365 for Sales, Enterprise edition; Microsoft Dynamics 365 for Customer Service, Enterprise edition; Microsoft Dynamics 365 for Project Service Automation, Enterprise edition; Microsoft Dynamics 365 for Field Service, Enterprise, edition; and Microsoft Dynamics 365 Plan 1.** If Company resells any of the Products identified above, at least two (2) of Company’s employees must pass the Microsoft Dynamics 365 technical exams as outlined in MPN.

6. **Government Offer Terms.** Government Offers are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Government Offers.
- (a) **Government Customers.** Products identified in the Price List(s) as “Government” (“**Government Products**”) may be provided only to Government Customers for their use. Company is responsible for validating **Government** Customer eligibility prior to any resale of such Product. Company must retain documentation to validate a Government Customer’s status in the event of an audit. Government Customer status validation must be in the form of a valid government purchase order. Company will use reasonable efforts to promote Government Products only to Government Customers. If Company markets Government Products, Company shall do so only with advertisement or marketing materials that clearly indicate that the Government Product is only available for purchase by Government Customers.
- (b) **Relationship of Parties.** To the extent that Company provides Products to any federal, state or local government, Company acknowledges that Microsoft is not a subcontractor to Company, and Company is solely responsible for meeting any obligations imposed on Company (e.g., federal, state or local government contract flow-down provisions such as the US FARS, DFARS, etc.) by its Customers. If a court or other authoritative body determines that Microsoft is a subcontractor, Company agrees to assert on Microsoft’s behalf that Products are commercial items. Company represents that no sales or contracts to public sector entities are contingent on Company’s receipt of any incentive or investment amounts from Microsoft. If Company has a cost-based government contract, Company will factor in any resulting reduction of costs that any incentive or investment amounts from Microsoft may generate and will disclose them as necessary to Customers.
7. **Education Offer Terms.** Education Offers are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Education Offers.
- (a) **Eligibility.** If Company is an Authorized Education Partner (“**AEP**”), it may resell those Products identified on the price list as “Academic” (“**Education Products**”) directly to Education Customers. If Company wishes to resell Education Products indirectly through resellers to Education Customers, it must (i) have separately qualified for and executed the Distributor Authorization Terms, (ii) fill out the registration form for “Distributor” in the AEP portal and (iii) ensure that its resellers are AEPs. Find more information about becoming an AEP at the AEP Portal: <https://www.mepn.com/MEPN/AEPHome.aspx>.
- (b) **Education Customers.** Education Products may be provided only to Education Customers for their use. Company is responsible for validating Education Customer eligibility prior to any resale of such Product. “**Education Customer**” means any Customer that meets the education customer eligibility requirements found at <http://www.aka.ms/academiceligibility>
8. **ISV Cloud Embed Offer Terms.** ISV Cloud Embed Offers are available only if Company has met the eligibility requirements set by Microsoft on the ISV Cloud Embed Program Page found at: <https://partner.microsoft.com/en-gb/marketing/details/isv-cloud-embed>. These terms will supplement the Channel Authorization and will govern any rights granted to Company to use and resell ISV Cloud Embed Offers.

(a) **Definitions.**

“Embedded editions of Products” means any Products designated by Microsoft as available under the ISV Cloud Embed Offers, as listed in the ISV Cloud Embed Program Page. Microsoft can add additional Embedded editions of Products by giving notice to Company through the Portal updating the list of products on the ISV Cloud Embed Program Page.

“Embedded Unified Solution” means a business application developed by Company and approved by Microsoft that Company licenses to Customers that (i) Integrates one or more Embedded editions of Products, (ii) adds significant and primary functionality to the Embedded Product(s), and (iii) leverages and executes certain functionality within the Embedded editions of Products.

“Integrate,” or forms thereof, means including one or more Embedded editions of Products (provided to Company by Microsoft according to the use rights and terms under the Agreement or related development or API access agreements) along with Company’s software, services, and/or other third-party products to comprise the Embedded Unified Solution.

“ISV Customer Agreement” means the Company’s agreement with a Customer that is used to grant a right to use the ISV Portion.

“ISV Portion” means the ISV’s software applications and scripts (and third-party software applications, if applicable) included in the proposed Embedded Unified Solution.

- (b) **Limited Authorization for Embedded Unified Solutions.** Microsoft grants Company a limited use right to access, modify (solely to the extent required to Integrate), resell and make available the Embedded edition of the Product solely as part of the Embedded Unified Solution. Company may not resell the Embedded editions of Products as a standalone offering. Company’s failure to comply with the terms and conditions of ISV Cloud Embed Additional Terms will constitute a breach of the Agreement.
- (c) **Compatibility of the Embedded Unified Solution.** Company must maintain and ensure ongoing compatibility of the ISV Portion with the current version of the Embedded edition of the Product in order to maintain functionality of the Embedded Unified Solution. Microsoft agrees to give Company notice of changes to the Embedded edition of the Product through the manner in which Microsoft provides general notice to its partner and customer community of such changes, or through any other reasonable manner, to enable Company to comply with this section.
- (d) **Configuration of Embedded editions of Products.** Company must not modify any Embedded edition of a Product in a manner that prevents it from operating in accordance with its documentation, causes degradation of it, prevents Microsoft from servicing, updating or supporting it, or in any way that invalidates the Customer Agreement.
- (e) **ISV Customer Agreements for Embedded Unified Solutions.** In addition to the Customer Agreement, Company must cause each Customer to agree to an ISV Customer Agreement prior to ordering Embedded Unified Solutions from Company. The ISV Customer Agreement must not provide any warranty for the Embedded Unified Solution on behalf of Microsoft or accept any liability on behalf of Microsoft for the Embedded Unified Solution.

(f) **Branding and Ownership of Derivative Works.** If the Embedded Unified Solution includes Company's (or third party's) branding, the branding must comply with Microsoft's co-branding guidelines. Company acknowledges that the Embedded Unified Solution is a derivative work based upon the Embedded edition of the Product. Company will own any Intellectual Property Rights in the Embedded Unified Solution to which they may be entitled under applicable law by virtue of their creation of any modification, addition or adaptation pursuant to the license granted under the ISV Cloud Embed.

(g) **Embedded Unified Solution Validation.** Prior to offering subscriptions to the Embedded Unified Solution for sale, Company must receive validation from Microsoft that the Embedded Unified Solution satisfies the Microsoft AppSource guidelines available at <https://appsource.microsoft.com/en-us/partners>, or a successor website. Company shall cause the Embedded Unified Solution to remain in compliance with such guidelines throughout the term of the Agreement.

(h) **No Warranties for Other Items.** With respect to Embedded Unified Solutions only, those terms of the Channel Authorization addressing "Warranty and Indemnity Obligations" are supplemented with the following:

No Warranties for Other Items. Microsoft makes no warranties or conditions as to any Embedded Unified Solution, any Company or third party components thereof (including the ISV Portion) or any other items distributed under Company's or a third party name, copyright, trademark or trade name that may be offered with or incorporated with the Embedded edition of the Products. To the maximum extent permitted by applicable law, Microsoft will have no liability in connection with the Company or third party items (such as any supply or failure to supply them) that make up or are distributed in connection with an Embedded Unified Solution.

(i) **Company's Defense Obligations.** With respect to Embedded Unified Solutions only, those terms of the Channel Authorization addressing "Warranty and Indemnity Obligations" are supplemented with the following addition to definition of "Third Party Claim":

"Third Party Claim" also means any third party claims or allegations against Microsoft that arise out of or are connected with any Embedded Unified Solution or services Company or a Customer provides that are alleged to directly or indirectly infringe the third party's patent, copyright or trademark or make unlawful use of its trade secret.

9. **Third Party Offer Terms.** These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Third Party Offers. Except as provided below, all limitations, disclaimers, and Company obligations in the Channel Authorization, and the Agreement generally, that apply to Products and Subscriptions apply to Third Party Offers.

(a) **Definitions.**

"Developer" means the provider of the Third Party Offer.

"Developer Customer Agreement" means the terms and conditions, and usage rights for the Customer associated with the applicable Third Party Offer provided by Developer.

"Third Party Offers" means that selection of Non-Microsoft Products made available through a marketplace capability on the Portal at Microsoft's discretion

- (b) **Company Eligibility to Resell.** Company may request access to the Third Party Offers by completing Third Party Offers Interest Form. Microsoft may limit the number and geography of resellers of Third Party Offers. Microsoft may limit the number and geography of resellers of Third Party Offers.
- (c) **Terms Subject to Developer Policy.** Developers provide Third Party Offers subject to the terms of the associated Developer Customer Agreement and policies of that Developer. **THE MICROSOFT CUSTOMER AGREEMENT, OST, PRODUCT SPECIFIC TERMS, AND TERMS OF THE AGREEMENT THAT ADDRESS “DEFENSE OF INFRINGEMENT CLAIMS”, OR SIMILAR TERMS, THAT APPLY TO PRODUCTS FROM MICROSOFT DO NOT APPLY TO THIRD PARTY OFFERS.**
- (d) **Third Party Customer Agreement Acceptance.** Company must provide each Customer with the Third Party Customer Agreement associated with each Third Party Offer ordered by that Customer. If the agreement has regional versions based on the Customer location, Company must provide the appropriate regional version to the Customer. Customer must accept the applicable Third Party Customer Agreement(s) in a manner that creates a legally enforceable contract between Developer(s) and the Customer. If Microsoft provides Company an updated Third Party Customer Agreement, then Customer for that Third Party Offer must agree to the new Third Party Customer Agreement at or before renewal of their subscription. The links to access current Third Party Customer Agreements are made available on the Portal. By placing an order with Microsoft, Company (i) represents and warrants that Customer has accepted the associated Third Party Customer Agreement; and (ii) agrees to pay Microsoft for all orders it submits for Third Party Offers
- (e) **Ordering and Delivery.** Company will order, pay for, and conduct administration including disablement and cancelation, of Third Party Offers through the Portal. Microsoft will provide Company with instructions to access the Developer’s site for that offer. Company will use Developer’s site and designated processes for delivery of Third Party Offers, including provisioning and assignment of licenses and other service management. Company is responsible for submitting all required fields requested in the Portal and through Developer’s site for the Third Party Offers to be delivered and managed. Company agrees to respond to Developer or Microsoft’s reasonable request for certain types of tax documentation (for example, copies of withholding tax receipts or copies of the US sales and US tax resale exemption certificates). **THE DEVELOPERS’ SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY DEVELOPER’S SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES.**
- (f) **Support.** Developer of a Third Party Offer provides technical support and service level commitments to Customer on that offer, as provided in Third Party Customer Agreement. Company is responsible for all other support for Third Party Offers as provided in the Agreement, including billing, account set-up, payment. Company may route technical support queries from Customers to the Developer of the Third Party Offer through the process and subject to the limitations designated by Microsoft or the Developer
- (g) **Cancelation.** Company may cancel a subscription for a Third Party Offer for a Customer. Early termination of a subscription may result in a charge and will only be eligible for a refund to the extent allowed for by Microsoft and Developer for that Third Party Offer. Upon cancellation, Customer may have an opportunity to migrate any Customer data to either a new subscription with Company, Developer or Microsoft or some other service.

(h) **Termination Notice.** Either party can terminate participation in selling a Third Party Offer or all Third Party Offers at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days' prior written notice. Neither party will have to pay the other party any costs or damages resulting from termination of this arrangement without cause. If Company's ability to sell a Third Party Offers terminates or expires, Company and Microsoft will work in good faith to develop and specify options available to existing Customers at the end of such period and issue any necessary communication to such Customers describing such options. This will include, if available, an option to purchase Third Party Offers directly from Microsoft, Developer or other resellers.

10. Non-profit Offer Terms. Non-profit Offers are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Non-Profit Offers.

(a) **Non-profit Customers.** Company can only provide products identified in the price list as "Charity" to Non-profit Customers for their use. "**Non-profit Customer**" means any entity that meets the non-profit customer eligibility requirements found at: <https://www.microsoft.com/en-us/nonprofits/eligibility>. An entity claiming eligibility to purchase as a Non-profit Customer must have its non-profit eligibility verified by Microsoft's third party customer validation vendor, TechSoup, at: <https://nonprofit.microsoft.com/#/register>

11. Reservations Terms. These terms will supplement the Channel Authorization and will govern any rights granted to Company to purchase or resell Reservation Offers.

(a) "**Reservations**" means an advanced purchase of eligible Marketplace Offerings for a specified term and region (e.g. Reserved Software Instances, etc.). Reservations are purchased for specified terms of up to three years. Reservations expire at the end of the specified term. Refunds are not available for unused Reservations. Unless indicated otherwise for a Marketplace Offering, exchange and cancellation are not available. Reservation pricing will be based on the available pricing at the time of each purchase. Reserved Instances for software do not include the cost of compute.

Territory List

The Territory in which you can exercise your rights under the Channel Authorization is listed below.

If your Microsoft sell-to location is the United States, your Territory includes customers located in the United States.

If your Microsoft sell-to location is Canada, your Territory includes customers located in Canada.

If your Microsoft sell-to location is Brazil, your Territory includes customers located in Brazil.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominican Republic, Ecuador, El Salvador, French Guiana, Guadeloupe, Guatemala, Honduras, Jamaica, Martinique, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saint Kitts and Nevis, Saint Lucia, Saint Martin, Sint Maarten, Saint

Vincent and the Grenadines, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, Venezuela, Virgin Islands.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Jersey, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican City.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Afghanistan, Albania, Algeria, Armenia, Azerbaijan, Bahrain, Belarus, Benin, Bosnia and Herzegovina, Burundi, Comoros, Egypt, French Polynesia, Georgia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Libya, Republic of Macedonia (FYROM), Moldova, Mongolia, Madagascar, Malawi, Mali, Mayotte, Montenegro, Morocco, New Caledonia, Oman, Pakistan, Palestinian Authority, Qatar, Reunion, Saudi Arabia, Serbia, Seychelles, South Africa, Tajikistan, Togo, Tunisia, Turkey, Turkmenistan, Ukraine, United Arab Emirates, Uzbekistan, Yemen, Zimbabwe.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Angola, Botswana, Cameroon, Cabo Verde, Côte d'Ivoire, Ethiopia, Ghana, Kenya, Mauritius, Mozambique, Namibia, Nigeria, Rwanda, Senegal, Tanzania, Uganda, Zambia.

If your Microsoft sell-to location is Russia, your Territory includes customers located in Russia.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Bangladesh, Bhutan, Brunei Darussalam, Cambodia, Hong Kong SAR, Indonesia, Laos, Malaysia, Maldives, Macao SAR, Myanmar, Nepal, Philippines, Singapore, Sri Lanka, Thailand, Timor-Leste, Vietnam.

If your Microsoft sell-to location is a country/region on the following list, your Territory includes customers located in any country/region in the following list: Australia, Fiji, Marshall Islands, Papa New Guinea, Tonga.

If your Microsoft sell-to location is New Zealand, your Territory includes customers located in New Zealand.

If your Microsoft sell-to location is India, your Territory includes customers located in India.

If your Microsoft sell-to location is Japan, your Territory includes customers located in Japan.

If your Microsoft sell-to location is Korea, your Territory includes customers located in Korea.

If your Microsoft sell-to location is Taiwan, your Territory includes customers located in Taiwan.

Microsoft Partner Agreement Acceptance Terms

Company's acceptance may be attributed to one or more offers to contract with one or more Contracting Microsoft Entities. The Agreement, as amended by the Country Specific Provisions listed on each Contracting Microsoft Entity identifier page below (each modified Agreement being a "Country Specific Agreement"), represents an offer separately presented by each Contracting Microsoft Entity (each being an "Offer").

By Company's acceptance, as performed by its authorized representative, Company (i) consents to its acceptance of each Country Specific Agreement by electronic means, (ii) accepts the terms of each separate Offer and (iii) agrees that Company (a) has received, read and understands the Country Specific Agreement underlying each Offer, including any websites or documents incorporated by reference and any amendments, and (b) agrees to be bound by the terms of each Offer without any additions or modifications whatsoever.

Each Country Specific Agreement is entered into between Company and the applicable Contracting Microsoft Entity as of the Effective Date. On the Effective Date, each Country Specific Agreement shall form a separate legally binding agreement between Company and the applicable Contracting Microsoft Entity.

Contracting Microsoft Entity	
Name Microsoft France SAS	
Located at: Microsoft France SAS 39 quai du Président Roosevelt 92130 Issy les Moulineaux, France	Send notices to: Microsoft France SAS c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18, D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of France. The parties consent to the exclusive jurisdiction of and venue in the French courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Term” is amended and restated as follows:

***Term.** Notwithstanding anything otherwise provided in the Agreement, the Agreement takes effect on the effective date and will continue until December 31 of the same calendar year (the “Term”), unless terminated earlier as set forth in the Agreement. The Agreement will not renew and will automatically expire upon expiration of the Term. Microsoft makes no commitment that it will enter into a new agreement with Company. Expiration of the Term will have the same effect as a termination of the Core Terms without cause.*

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

That subsection of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Term” is removed.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provisions supplement that subsection of the “Online Services and Software Channel Authorization”, entitled “Payment, Ordering, Reporting, and Fulfillment”:

Agreement Scope. *This Agreement and any associated Microsoft Channel Incentives Agreement (including any related Guides or Schedules), shall stand for the “single agreement” required under L. 441–7 of the French commercial Code.*

Incentive Programs. *Microsoft or its Affiliates may invite Company to participate in programs intended to help promote the marketing or sale of products, which may include the Products (“Incentives Programs”). Company agrees that its participation in any Incentive Program is voluntary and will be governed by the Microsoft Channel Incentives Agreement (including any related Guides or Schedules) which, together with this Agreement, shall stand for the “single agreement” required under L. 441–7 of the French commercial Code. Company must comply with this Agreement to be eligible for and remain in any Incentives Programs.*

Interest on Past Due Amounts. *All invoices outstanding beyond the invoice due date may be subject to: (i) late payment penalties calculated at three (3) times the applicable French legal interest rate; and (ii) an indemnity of 40 Euros for recovery of charges.*

That subsection of the “Online Services and Software Channel Authorization”, under that section entitled “Term and Termination”, entitled “Term” is removed.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft NV	
Located at: Microsoft NV Luchthaven Brussel Nationaal 1K 1930 Zaventem, Belgium	Send notices to: Microsoft NV c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide

Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity

Name

Microsoft Ireland Operations Limited

Send notices to Microsoft to:

Microsoft Ireland Operations Limited

One Microsoft Place

South County Business Park

Leopardstown

Dublin 18

D18 P521

Attn: Channel CELA

Send copies to:

Microsoft Ireland Operations Limited

One Microsoft Place

South County Business Park

Leopardstown

Dublin 18

D18 P521

Attn: Channel CELA

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST PRODUCTION, LOST BUSINESS REPUTATION, REMOTE, ABNORMAL OR UNFORESEEABLE LOSS OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, ECONOMIC, EXEMPLARY, OR EXTRAORDINARY DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

"Customer" means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Regional Sales Pte Ltd	
Located at: Microsoft Regional Sales Pte Ltd 438B Alexandra Road Block B, Alexandra Technopark #04-09/12 Singapore 119968 Republic of Singapore	Send notices to: Microsoft Regional Sales Pte Ltd 438B Alexandra Road Block B, Alexandra Technopark #04-09/12 Singapore 119968 Republic of Singapore

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement is construed and controlled by the laws of Singapore; provided that:

(i) If Company’s principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, Company consents to the non-exclusive jurisdiction of the Singapore courts.

(ii) If Company’s principal place of business is in Bangladesh, Hong Kong S.A.R., India, Indonesia, Macao S.A.R., Philippines, Sri Lanka, Thailand or Vietnam, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh, India, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere.

(iii) If Company's principal place of business is in Taiwan, this Agreement will be governed by and construed under the laws of the Republic of China, Taiwan. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Canada Inc.	
Located at: Microsoft Canada Inc. 1950 Meadowvale Blvd. Mississauga, ON L5N 8L9 CANADA	Send notices to: Microsoft Canada Inc. c/o Microsoft Corporation 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Canada. The parties consent to the non-exclusive jurisdiction of the Canadian Courts. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “English Language” is amended and restated as follows:

English Language. *Unless required by Laws or as otherwise provided in the Agreement, the English language version of all parts of the Agreement controls, and communications and notices under the Agreement must be in the English language to be effective. Any translations of the Agreement, in whole or in part, that Microsoft may provide as a courtesy are not official or binding. If Company is in Canada, it is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.*

[End of amended terms]

Contracting Microsoft Entity	
Name MICROSOFT Österreich GmbH	
Located at: MICROSOFT Österreich GmbH Am Euro Platz 3 1120 Wien, Austria	Send notices to: MICROSOFT Österreich GmbH c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Core Terms”, under the section entitled “Miscellaneous”, entitled “Severability” is amended and restated as follows:

Severability and Counterparts. *If a court of competent jurisdiction finds any term of the Agreement illegal, invalid, or unenforceable in whole or in part, the remaining terms will remain in full force and effect. The invalid or unenforceable term shall be deemed replaced by such valid or enforceable term as comes the closest in its commercial intention to the invalid or unenforceable term. The same shall apply mutatis mutandis with respect to contractual gaps in the Agreement. The Agreement may be signed in counterparts, which together constitute one instrument.*

That subsection of the “Core Terms”, under the section entitled “Miscellaneous”, entitled “Counterparts” is removed.

The definition of “Taxes” under that section of the “Channel Terms” entitled “Definitions” is replaced by the text below:

"Taxes" means any federal, state, provincial or local taxes, fees, charges, surcharges, or other similar fees or charges arising as a result of or in connection with the transactions contemplated under this Agreement and include, but are not limited to, sales and other applicable taxes and other surcharges, taxes imposed or based on or with respect to or measured by any net or gross income or receipts (other than taxes based upon Microsoft's net income and any gross receipts taxes imposed in lieu of taxes on the income or profits of Microsoft), franchise taxes, stamp taxes, taxes on doing business, duties, tariffs, levies, withholding taxes, and any taxes that arise on the distribution or provision of products or services by Company to its Affiliates or Customers. Company shall use reasonable efforts to minimize taxes to the extent permissible under applicable law.

That subsection of the “Channel Terms”, under the section entitled “Audit, General”, entitled “Right to Audit” is amended and the following sentence add to end of the paragraph:

Results of an Audit will be shared from the Auditing firm with Microsoft.

The following provisions supplement that subsection of the “Channel Terms”, entitled “Warranties and Disclaimers, General”:

***Statutory Warranty.** This section applies to statutory warranty claims due to defects in quality or defects in title of the Products (“Defects”), irrespective whether the Defects are obvious or hidden. Unless otherwise provided in a Channel Authorization, Microsoft shall be entitled in its sole discretion to either rectify the Defect or to replace the defect Product. Other remedies under statutory warranty of the Company shall be excluded. Notwithstanding the above, all claims of the Company under statutory warranty according to this section shall expire within 1 year after the delivery of the defective Product. Without prejudice to that section of these Channel Terms entitled “Limitations on Liability, General”, this section shall also apply if the Company bases its claims for Defects on compensation instead of statutory warranty (Schadenersatz statt Gewährleistung).*

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT

OR PUNITIVE DAMAGES. Except for claims based on damage to life, body or health, Microsoft's liability shall be completely excluded for slight negligence.

The following provisions supplement that subsection of the "Channel Terms", entitled "Limitations on Liability, General":

Statute of Limitation. All claims under this section shall expire within 1 year after the event giving rise to the damage occurred.

Product Liability. This section does not affect any claims under the Austrian Product Liability Act (Produkthaftungsgesetz).

The definition of "Customer" under that section of the "Online Services and Software Channel Authorization" entitled "Definitions" is replaced by the text below:

"Customer" means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Danmark ApS	
Located at: Microsoft Danmark ApS Kanalvej 7, 2800 Kongens Lyngby, Denmark	Send notices to: Microsoft Danmark ApS c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Denmark. The parties consent to the exclusive jurisdiction of and venue in the Danish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Term” is amended and restated as follows:

***Term.** Notwithstanding anything otherwise provided in the Agreement, the Agreement takes effect on the effective date and will continue until December 31 of the same calendar year (the “Term”), unless terminated earlier as set forth in the Agreement. The Agreement will not renew and will automatically expire upon expiration of the Term. Microsoft makes no commitment that it will enter into a new agreement with Company. Expiration of the Term will have the same effect as a termination of the Core Terms without cause.*

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

That subsection of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Term” is removed.

That subsection of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Termination for Cause” is amended and restated as follows:

Termination for Cause. *If a party breaches any term of these Channel Terms, the breaching party shall have thirty (30) days’ following written notice of such breach by the non-breaching party to cure the breach if the breach is curable. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate these Channel Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Channel Terms for the same reason as a prior breach then the other party may terminate these Channel Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Channel Terms immediately upon written notice to the breaching party. Either party may also terminate these Channel Terms immediately upon written notice to the breaching party due to the other party’s breach of the confidentiality terms. Microsoft may also terminate these Channel Terms immediately upon written notice to Company due to its (i) infringement, misappropriation or violation of Microsoft’s intellectual property rights or (ii) (a) entering into bankruptcy, suspension of payments, a compulsory and/or voluntary arrangement with its creditors; (b) undergoing any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings are initiated by or against the party; (c) is subjected to an encumbrancer taking possession of or selling, the whole or part of the party’s undertaking, assets, rights or revenue; (d) being unable to pay its debts as they fall due or insolvent, or admits inability to pay its debts as they fall due; and/or (e) anything analogous to the foregoing occurs in any jurisdiction in relation to Company. Microsoft may, in its sole discretion, deem a termination for breach of the Channel Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Channel Terms.*

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

"Customer" means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provisions supplement that subsection of the "Online Services and Software Channel Authorization", entitled "Payment, Ordering, Reporting, and Fulfillment":

Interest on Past Due Amounts. All invoices outstanding beyond the invoice due date may be subject to a one-time late payment charge of 310 Danish kroner.

That subsection of the "Online Services and Software Channel Authorization", under that section entitled "Term and Termination", entitled "Term" is removed.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Oy	
Located at: Microsoft Oy Keilalahdentie 2 –4 02150 ESPOO, Finland	Send notices to: Microsoft Oy c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Finland. The parties consent to the exclusive jurisdiction of and venue in the Finnish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide

Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Pty Ltd	
Located at: Microsoft Pty Ltd 1 Epping Road North Ryde 2113, Australia	Send notices to: Microsoft Pty Ltd c/o Microsoft Regional Sales Pte Ltd 438B Alexandra Road Block B Alexandra Technopark #04-09/12 Singapore 119968, Republic of Singapore

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia, without giving effect to any choice of law rule that would cause the application of any laws other than the laws of New South Wales. The parties consent to the non-exclusive jurisdiction and venue in the courts sitting in New South Wales and any courts that have jurisdiction to hear appeals from any of those courts.

The following provisions supplement the section of the “Channel Terms” entitled “Reporting, Invoicing and Payment, General”:

Consumer Rights. *This Agreement does not exclude or restrict liability to the Company if not permitted pursuant to the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth), as the same may be amended.*

Transaction Taxes. *Company will, at the same time and in addition to any consideration for supplies made by Microsoft under this Agreement, pay Microsoft or the applicable governmental entity any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, surcharges, or other similar taxes, charges or fees, or any regulatory cost recovery and other surcharges (“Transaction Taxes”) payable in relation to transactions contemplated under this Agreement. The*

invoices issued by Microsoft will identify the Transaction Taxes payable and will be issued in such form as may be required. If the consideration for a supply is adjusted, Microsoft will issue an invoice or credit note, in such form as may be required, and the parties will make such payments to reflect the Transaction Taxes payable based on the adjusted consideration.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST PRODUCTION, LOST BUSINESS REPUTATION, REMOTE, ABNORMAL OR UNFORESEEABLE LOSS OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, ECONOMIC, EXEMPLARY, OR EXTRAORDINARY DAMAGES.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft do Brasil Importação e Comércio de Software e Vídeo Games Ltda.	
Located at: MICROSOFT DO BRASIL IMPORTAÇÃO E COMÉRCIO DE SOFTWARE E VÍDEO GAMES LTDA Avenida das Nações Unidas, 12.901, Torre Norte, 27º andar – Itaim Bibi São Paulo, SP, Brazil	Send notices to: MICROSOFT DO BRASIL IMPORTAÇÃO E COMÉRCIO DE SOFTWARE E VÍDEO GAMES LTDA c/o Microsoft Corporation 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Brazil. The parties consent to the exclusive jurisdiction of and venue in the courts sitting in São Paulo, SP, Brazil. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

The following provisions supplement that subsection of the “Core Terms”, under that subsection entitled “General”, entitled “Relationship of the Parties”:

No employment relationship. *The Agreement is executed by Microsoft and Company as independent contractors, with no employment relationship between Microsoft and Company’s employees, officers, agents and contractors (“Company’s Personnel”). Company will defend and hold Microsoft harmless against any Employment Claims. If there is an adverse final judgment (or settlement to which Company consents) resulting from any Employment Claims, Company will pay it for Microsoft. Microsoft will promptly notify Company in writing of the Employment Claim, specify the nature of the claim and the relief the third party seeks. Microsoft will give Company reasonable assistance in defending the Employment Claim. At Microsoft’s option and cost, Microsoft may participate in the selection of counsel, defense and settlement of any Employment*

Claim. If Microsoft decides to do this, Company and Microsoft will work together in good faith to reach decisions about which both parties agree. Company must have Microsoft's written consent before settling any Employee Claim. Microsoft will not unreasonably withhold Microsoft's consent. "Employment Claim" means any claims, lawsuits, proceedings or allegations against Microsoft and/or Company brought by any of Company's Personnel that arise out of or are connected with Company's activities under the Agreement.

The following provisions supplement that subsection of the "Online Services and Software Channel Authorization", entitled "Payment, Ordering, Reporting, and Fulfillment":

***Cancellation of invoices.** In case of cancellation of any invoices issued by Microsoft against Company, Company shall deliver to Microsoft, within two (2) business day from receipt of a request from Microsoft, all documents and information which are required in order to formalize the cancellation before the competent authorities, including but not limited to copies of articles of association or by-laws of partner, documents or forms, duly signed by the legal representative(s) or attorneys-in-fact of partner, confirming partner agrees with the cancellation of the invoice (such as the Carta de Anuência), and any and all documents relating to the appointment of the legal representatives and/or attorneys-in-fact of partner. Company shall procure that any copies of documents delivered to Microsoft, as well as the signatures of legal representatives or attorneys-in-fact in any documents, are duly certified by a notary public in Brazil.*

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Deutschland GmbH	
Located at: Microsoft Deutschland GmbH Walter Gropius Strasse 5 80807 München, Germany	Send notices to: Microsoft Deutschland GmbH c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Germany. The parties consent to the exclusive jurisdiction of and venue in the German courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

The following provisions supplement that subsection of the “Channel Terms”, entitled “Warranty and Disclaimers, General”:

German Warranty Obligations. *In addition to the provisions of that section of the “Channel Authorization” entitled “Warranty and Defense Obligations” and subject to the “German Limitations of Liability” section below, the following provisions will apply to claims due to defects in quality or defects in title (collectively referred to as “Defects”), but will not apply where the claims are for damages or reimbursement of expenses. Instead, the provisions contained in the section titled “German Limitations of Liability” below shall apply to claims for damages or expenses resulting from Defects.*

a. Company’s rights and their expiry will be exclusively determined in accordance with applicable statutory law in the event of malicious non-disclosure of a Defect (arglistiges Verschweigen).

b. *Microsoft will rectify Defects of which Company has given Microsoft notice prior to the expiry of the limitation period stipulated in this section. To the extent Company has made a claim against Microsoft for subsequent performance (Nacherfüllung), Microsoft will have the right, in its sole discretion, to either rectify the Defect, or to supply a new movable thing. Company agrees to cooperate in Microsoft's subsequent performance by providing any required information and documentation and to provide all required reasonable assistance.*

c. *All claims to which Company is entitled pursuant to this section will expire within one year. The limitation period will start on the delivery date.*

The following provisions supplement that subsection of the "Channel Terms", entitled "Limitations on Liability, General":

German Limitations of Liability. *There may be situations in which Company has a right to claim damages or reimbursement of futile expenses (Ersatz vergeblicher Aufwendungen) from Microsoft. Whatever the legal basis for Company's claim (breach of contract, Defects, tort or otherwise), that section of the "Channel Terms" entitled "Limitations on Liability, General" shall not apply and Microsoft's liability for any and all resultant damages will be limited as follows:*

a. *In cases of intentional acts, claims under the German Product Liability Act (Produkthaftungsgesetz), malicious non-disclosure of a Defect, as well as claims based on damage to life, body or health, Microsoft's liability will be determined in exclusively in accordance with statutory law.*

b. *In cases of gross negligence, Microsoft's liability will be limited to typical foreseeable damages. This limitation does not apply to the extent damages have been caused by Microsoft's managing employees or legal representatives.*

c. *In cases of slight negligence, Microsoft will only be liable if Microsoft is in breach of such contractual obligations, the fulfilment of which allows for the due performance of this Agreement, the breach of which would endanger the purpose of this Agreement and the compliance with which Company may constantly trust in (so-called "cardinal obligations" (Kardinalpflichten)). In such cases, Microsoft's liability will be limited to typical and foreseeable damages. In all other cases, Microsoft shall not be liable for slight negligence.*

d. *In cases of liability without fault for an inability to perform during performance, Microsoft's liability will also be limited to typical foreseeable damages.*

e. *Any claim for damages or expenses resulting from Defects will expire within one year. The limitation period will start on the delivery date. This provision does not affect § 438, paragraph 1 Nr. 1 a) of the German Civil Code.*

f. *Any other claims against Microsoft for damages or expenses will expire within two years from the date the cause of action arises.*

The provision contained in this subsection shall not apply to the malicious non-disclosure of a Defect, intentional acts or grossly negligence behavior on Microsoft's part, claims under the German Product Liability Act, or damage to life, body or health. In such cases, statutory law shall apply.

That subsection of the "Channel Terms", under that section entitled "Notice of Changes; Termination; Order of Precedence", entitled "Termination for Cause" is amended and restated as follows:

Termination for Cause. *If a party breaches any term of these Channel Terms, the breaching party shall have thirty (30) days' following written notice of such breach by the non-breaching party to cure the breach if the breach is curable. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate these Channel Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Channel Terms for the same reason as a prior breach then the other party may terminate these Channel Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Channel Terms immediately upon written notice to the breaching party. Either party may also terminate these Channel Terms immediately upon written notice to the breaching party due to the other party's breach of the confidentiality terms. Microsoft may also terminate these Channel Terms immediately upon written notice to Company due to its (i) infringement, misappropriation or violation of Microsoft's intellectual property rights or (ii) insolvency, bankruptcy, making an assignment for the benefit of creditors or undergoing other similar proceedings. Microsoft may, in its sole discretion, deem a termination for breach of the Channel Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Channel Terms.*

The definition of "Customer" under that section of the "Online Services and Software Channel Authorization" entitled "Definitions" is replaced by the text below:

"Customer" means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide

Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provisions supplement that subsection of the “Online Services and Software Channel Authorization”, entitled “Payment, Ordering, Reporting, and Fulfillment”:

***Interest on Past Due Amounts.** All invoices outstanding beyond the invoice due date may be subject to: (i) a late payment charge of nine (9) percentage points over basic rate of interest (Basiszinssatz) of the total invoice amount; and (ii) an indemnity of 40 Euros for recovery charges.*

The following provisions supplement that subsection of the “Online Services and Software Channel Authorization”, entitled “Warranty and Defense Obligations”:

***Further Conditions on Company’s Defense Obligations.** The provisions of that subsection of the “Channel Authorization”, under that subsection entitled “Warranty and Defense Obligations”, entitled “Company’s Defense Obligations” shall apply unless Company is not responsible for the breach or default or allegations concerning breach or default of this Agreement.*

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Schweiz GmbH	
Located at: Microsoft Schweiz GmbH Richtistrasse 3 CH -8304, Wallisellen Switzerland	Send notices to: Microsoft Schweiz GmbH c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That first item of that subsection of the “Channel Terms”, under that section entitled “Reporting, Invoicing and Payment, General”, entitled “Late Payment” is amended and restated as follows:

- (i) *charge interest of 1.5% per month (unless prohibited by Laws) in addition to late fees on the past due amount from the first day the amount is past due until the amount is paid in full;*

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS

INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity

Name

Microsoft Mexico S. de R.L. de C.V.

Located at:

Microsoft Mexico S. de R.L. de C.V.

Avenida Vasco de Quiroga 3200, Piso 7

Col. Santa Fe

Delegación: Álvaro Obregón

Ciudad de México, México

01210

Send notices to:

Microsoft Mexico S. de R.L. de C.V.

c/o Microsoft Corporation

6100 Neil Road, Suite 210

Reno, Nevada 89511-1137

USA

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Mexico. The parties consent to the exclusive jurisdiction and venue in Federal Mexican Courts located in Mexico City, Mexico. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

[End of amended terms]

Contracting Microsoft Entity

Name

Microsoft Corporation

Located at:

Microsoft Corporation

One Microsoft Way

Redmond, WA 98052

USA

Send notices to:

Microsoft Corporation

6100 Neil Road, Suite 210

Reno, Nevada 89511-1137

USA

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement is governed by and interpreted in accordance with the laws of the State of Washington and the federal laws of the United States. The parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Limited	
Located at: Microsoft Limited Microsoft Campus Thames Valley Park Reading Berkshire RG6 1WG UK	Send notices to: Microsoft Limited c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of England and Wales. The parties consent to the exclusive jurisdiction of and venue in the courts of England and Wales for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Termination for Cause” is amended and restated as follows:

Termination for Cause. *If a party breaches any term of these Channel Terms, the breaching party shall have thirty (30) days’ following written notice of such breach by the non-breaching party to cure the breach if the breach is curable. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate these Channel Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Channel Terms for the same reason as a prior breach then the other party may terminate these Channel Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Channel Terms immediately upon*

written notice to the breaching party. Either party may also terminate these Channel Terms immediately upon written notice to the breaching party due to the other party's breach of the confidentiality terms. Microsoft may also terminate these Channel Terms immediately upon written notice to Company due to its (i) infringement, misappropriation or violation of Microsoft's intellectual property rights or (ii) (A) making an assignment for the benefit of creditors; (B) failing to pay any undisputed amount due under the Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; (C) suspending, or threatening to suspend, payment of its debts or being unable to pay its debts as they fall due or admits inability to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (D) commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or enters into any compromise or arrangement with its creditors; (E) being the subject of a petition, notice, resolution, or an order filed, given, passed or made, for or in connection with the winding up of that other party; (F) being the subject of a court application or order concerning the appointment of an administrator or any notice of intention to appoint an administrator; (G) having assets over which the holder of a qualifying floating charge has become entitled to appoint or has appointed an administrative receiver; (H) having assets over which a person becomes entitled to appoint a receiver or such a receiver is appointed; (I) having assets which a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; (J) being subject to any event or proceedings, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events; or (K) ceasing, or threatening to cease, to carry on all or substantially the whole of its business. Microsoft may, in its sole discretion, deem a termination for breach of the Channel Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Channel Terms.

The definition of "Customer" under that section of the "Online Services and Software Channel Authorization" entitled "Definitions" is replaced by the text below:

"Customer" means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provisions supplement that subsection of the “Online Services and Software Channel Authorization”, entitled “Payment, Ordering, Reporting, and Fulfillment”:

***Interest on Past Due Amounts.** Without prejudice to any other right or remedy that Microsoft may have, all invoices outstanding beyond the invoice due date shall be subject to interest at the rate of four percent (4%) per annum above the Bank of England's base rate for the time being in force, calculated on a daily basis from the due date until the date of payment, whether before or after judgment. Company shall pay the interest together with the overdue amount.*

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft AB	
Located at: Microsoft AB Finlandsgatan 36 164 74, Kista, Sweden	Send notices to: Microsoft AB c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Sweden. The parties consent to the exclusive jurisdiction of and venue in the Swedish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide

Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provisions supplement that subsection of the “Online Services and Software Channel Authorization”, entitled “Payment, Ordering, Reporting, and Fulfillment”:

Interest on Past Due Amounts. *All invoices outstanding beyond the invoice due date may be subject to: (i) a one-time late payment charge of SEK 450; and (ii) a finance charge of up to eight (8) percentage points over the Swedish reference rate of the total invoice amount, calculated and payable monthly (or the legal maximum, if less).*

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Iberica S.R.L.	
Located at: Microsoft Iberica S.R.L. Paseo Club Deportivo 1 Pozuelo de Alarcon 28223, Madrid, Spain	Send notices to: Microsoft Iberica S.R.L. c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Spain. The parties consent to the exclusive jurisdiction of and venue in the Spanish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That subsection of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Term” is amended and restated as follows:

***Term.** Notwithstanding anything otherwise provided in the Agreement, the Agreement takes effect on the effective date and will continue until December 31 of the same calendar year (the “Term”), unless terminated earlier as set forth in the Agreement. The Agreement will not renew and will automatically expire upon expiration of the Term. Microsoft makes no commitment that it will enter into a new agreement with Company. Expiration of the Term will have the same effect as a termination of the Core Terms without cause.*

That subsection of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Termination without Cause” is removed.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

Those subsections of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Term” and “Termination without Cause” are removed.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

Those subsections of the “Online Services and Software Channel Authorization”, under that section entitled “Term and Termination”, entitled “Term” and “Termination without Cause” are removed.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft BV	
Located at: Microsoft BV Evert van de Beekstraat 354 1118CZ, Amsterdam Netherlands	Send notices to: Microsoft BV c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18, D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Ireland. The parties consent to the exclusive jurisdiction of and venue in the Irish courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

The following provision supplements that subsection of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Termination for Cause”:

The foregoing shall not affect the statutory options to terminate these Core Terms.

That subsection of the “Core Terms”, under that section entitled “Miscellaneous”, entitled “Assignment” is amended and restated as follows:

Assignment. *Microsoft may assign the Agreement (or delegate certain duties) to a Microsoft Affiliate at any time upon 30 days’ notice, provided that such assignment (or delegation) will not materially impair Company’s rights and remedies under the Agreement. Company hereby consents to this assignment. Except for such right, neither party may assign the Agreement (whether by merger, asset sale, operation of*

law, or otherwise) without the prior written approval of the other party, and any attempted assignment in violation of the Agreement shall have no effect.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The following provision supplements that subsection of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Termination for Cause”:

The foregoing shall not affect the statutory options to terminate these Channel Terms.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

The following provision supplements that section of the “Online Services and Software Channel Authorization”, under that section entitled “Term and Termination”, “Termination for Cause”:

The foregoing shall not affect the statutory options to terminate this Channel Authorization

[End of amended terms]

Contracting Microsoft Entity

Name

Microsoft Korea, Inc.

Located at:

Microsoft Korea, Inc.

12th FL. Tower A

The K-Twin Towers, 50 Jongro 1 gil

Jongro-gu, Seoul, 110-150, Korea

Send notices to:

Microsoft Korea, Inc.

Volume Licensing Team

12th FL. Tower A

The K-Twin Towers, 50 Jongro 1 gil

Jongro-gu, Seoul, 110-150, Korea

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be construed and controlled by the laws of Republic of Korea, and Company consents to exclusive original jurisdiction and venue in the Seoul District Court.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Norge AS	
Located at: Microsoft Norge AS Lysaker torg 45 1 366 LYSAKER, Norway	Send notices to: Microsoft Norge AS c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18 D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Norway. The parties consent to the exclusive jurisdiction of and venue in the Norwegian courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

That second item of that subsection of the “Channel Terms”, under that section entitled “Limitations on Liability, General” is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide

Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Corporation (India) Pvt. Ltd.	
Located at: Microsoft Corporation (India) Pvt. Ltd. Level 10, Tower 'C' DLF Epitome – Building No. 5 DLF Cyber City, Phase III, Gurgaon – 122002	Send notices to: Microsoft Corporation (India) Pvt. Ltd. Level 10, Tower 'C' DLF Epitome – Building No. 5 DLF Cyber City, Phase III, Gurgaon – 122002

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of India. The parties consent to the non-exclusive jurisdiction and venue in the courts sitting in New Delhi. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft SrL	
Located at: Microsoft SrL Microsoft House, Viale Pasubio 21 20154 – Milano, Italy	Send notices to: Microsoft SrL c/o Microsoft Ireland Operations Limited One Microsoft Place South County Industrial Park Leopardstown, Dublin 18, D18 P521 Ireland

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be governed by and construed in accordance with the laws of Italy. The parties consent to the exclusive jurisdiction of and venue in the Italian courts for all disputes connected to this Agreement. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

Those subsections of the “Core Terms”, under that section entitled “Term; Termination”, entitled “Termination without Cause” and “Termination for Cause” are amended and restated as follows:

Termination Without Cause (“Recesso”). *Either party can terminate the Core Terms (“recedere dal contatto”) at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days’ written notice. Neither party will have to pay the other party any costs or damages resulting from termination of these Core Terms without cause.*

Termination for Cause. *Without prejudice to either party’s other rights or remedies, if a party breaches any term of the Core Terms, the other party can terminate the Core Terms for cause pursuant to article 1454 of the Italian Civil Code. If a party breaches any term of the Core Terms and such breach is curable, then the breaching party shall*

have thirty (30) days' following written notice of such breach by the non-breaching party to cure. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate the Core Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches the Core Terms for the same reason as a prior breach then the other party may terminate the Core Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate the Core Terms immediately upon written notice to the breaching party. Either party may also terminate the Core Terms immediately upon written notice to the breaching party due to the other party's: (i) breach of the confidentiality terms, or (ii) failure to comply with the requirements and obligations outlined in the section of the "Core Terms" entitled "Business Conduct". Microsoft may also terminate these Core Terms immediately upon written notice to Company due the infringement, misappropriation or violation of Microsoft's intellectual property rights. Pursuant to Section 1456 of the Italian Civil Code, Microsoft may immediately terminate this Agreement in the event of an attempted assignment, without prejudice to Microsoft's right to claim for damages. Microsoft may, in its sole discretion, deem a termination for breach of the Core Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Core Terms.

That subsection of the "Channel Terms", under that section entitled "Warranties and Disclaimers, General", entitled "No Implied Warranties or Representations" is amended and restated as follows:

NO IMPLIED WARRANTIES OR REPRESENTATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ALL WARRANTIES TO COMPANY, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE PRODUCTS, THE MARKETING MATERIALS AND ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY MICROSOFT UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY AND ANY WARRANTIES OF ABSENCE OF DEFECTS UNDER ARTICLE 1490 OF THE ITALIAN CIVIL CODE.

That second item of that subsection of the "Channel Terms", under that section entitled "Limitations on Liability, General" is amended and restated as follows:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA, OR FOR ANY INDIRECT OR PUNITIVE DAMAGES.

Those subsections of the “Channel Terms”, under that section entitled “Notice of Changes; Termination; Order of Precedence”, entitled “Termination without Cause” and “Termination for Cause” are amended and restated as follows:

Termination Without Cause (“Recesso”). *Either party can terminate the Channel Terms (“recedere dal contatto”) at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days’ written notice. Neither party will have to pay the other party any costs or damages resulting from termination of these Channel Terms without cause.*

Termination for Cause. *Without prejudice to either party’s other rights or remedies, if a party breaches any term of the Channel Terms, the other party can terminate the Channel Terms for cause pursuant to article 1454 of the Italian Civil Code. If a party breaches any term of the Channel Terms and such breach is curable, then the breaching party shall have thirty (30) days’ following written notice of such breach by the non-breaching party to cure. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate the Channel Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches the Channel Terms for the same reason as a prior breach then the other party may terminate the Channel Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate the Channel Terms immediately upon written notice to the breaching party. Either party may also terminate these Channel Terms immediately upon written notice to the breaching party due to the other party’s breach of the confidentiality terms. Microsoft may also terminate the Channel Terms immediately upon written notice to Company due to its (x) infringement, misappropriation or violation of Microsoft’s intellectual property rights or (y) (to the extent permitted by the applicable bankruptcy law) (1) making an assignment for the benefit of creditors; (2) filing a voluntary petition under any bankruptcy act or a receiver, examiner, administrator, administrative receiver, manager or receiver manager is appointed to or over its assets or undertaking (or any part thereof); (3) becoming subject to any proceeding relating to the appointment of any such person; (4) becoming unable to pay its debts as they fall due; (5) passing a resolution to be wound up or a liquidator is otherwise appointed to it; or (6) anything analogous to the foregoing occurs in any jurisdiction in relation to either party. Pursuant to Section 1456 of the Italian Civil Code, Microsoft may immediately terminate this Channel Terms in the event of an attempted assignment, without prejudice to Microsoft’s right to claim for damages. Microsoft may, in its sole discretion, deem a termination for breach of the Channel Terms of an agreement between Company and a Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, these Channel Terms.*

The definition of “Customer” under that section of the “Online Services and Software Channel Authorization” entitled “Definitions” is replaced by the text below:

“Customer” means any legal entity (other than Company or its Affiliates) within the Territory that acquires Products for use as an end user. If Company wishes to provide Products to other entities within the Territory for resale or distribution, such entities must be authorized by Microsoft to participate in the same licensing program.

Those sections of the “Online Services and Software Channel Authorization”, under that section entitled “Term and Termination”, entitled “Termination without Cause” and “Termination for Cause” amended and restated as follows

Termination Without Cause (“Recesso”). *Either party can terminate this Channel Authorization (“recedere dal contatto”) at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days’ written notice. Neither party will have to pay the other party any costs or damages resulting from termination of this Channel Authorization without cause.*

Termination for Cause. *Without prejudice to either party’s other rights or remedies, if a party breaches any term of this Channel Authorization, the other party can terminate the Channel Authorization for cause pursuant to article 1454 of the Italian Civil Code. If a party breaches any term of this Channel Authorization and such breach is curable, then the breaching party shall have thirty (30) days’ following written notice of such breach by the non-breaching party to cure. If the breaching party fails to cure the breach within such thirty-day period, the non-breaching party may terminate this Channel Authorization upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches this Channel Authorization for the same reason as a prior breach then the other party may terminate this Channel Authorization immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate this Channel Authorization immediately upon written notice to the breaching party. Either party may also terminate this Channel Authorization immediately upon written notice to the breaching party due to the other party’s breach of the confidentiality terms. Microsoft may also terminate this Channel Authorization immediately upon written notice to Company due the infringement, misappropriation or violation of Microsoft’s intellectual property rights. Pursuant to Section 1456 of the Italian Civil Code, Microsoft may immediately terminate this Agreement in the event of an attempted assignment, without prejudice to Microsoft’s right to claim for damages. Microsoft may, in its sole discretion, deem a termination for breach of a similar this Channel Authorization of an agreement between Company and a*

Microsoft Affiliate, where Company is the breaching party, to be a breach of, and the basis of an immediate termination of, this Channel Authorization.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft Taiwan Corporation	
Located at: Microsoft Taiwan Corporation 18F, No. 68, Zhongxiao E. Road Xinyi District Taipei, 11065 Taiwan	Send notices to: Microsoft Taiwan Corporation 18F, No. 68, Zhongxiao E. Road Xinyi District Taipei, 11065 Taiwan

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement is construed and controlled by the laws of Singapore; provided that:

(i) If Company’s principal place of business is in Australia or its external territories, Brunei, Malaysia, New Zealand or Singapore, Company consents to the non-exclusive jurisdiction of the Singapore courts.

(ii) If Company’s principal place of business is in Bangladesh, Hong Kong S.A.R., India, Indonesia, Macao S.A.R., Philippines, Sri Lanka, Thailand or Vietnam, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh, India, Indonesia, Philippines, Sri Lanka, Thailand or Vietnam (as appropriate), or elsewhere.

(iii) If Company's principal place of business is in Taiwan, this Agreement will be governed by and construed under the laws of the Republic of China, Taiwan. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement.

[End of amended terms]

Contracting Microsoft Entity	
Name Microsoft New Zealand Limited	
Located at: Microsoft New Zealand Limited Level 5, 22 Viaduct Harbour Avenue PO BOX 8070 Symonds Street, Auckland, 1150 New Zealand	Send notices to: Microsoft New Zealand Limited c/o Microsoft Regional Sales Pte Ltd 438B Alexandra Road Block B Alexandra Technopark #04-09/12 Singapore 119968 Republic of Singapore

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement is construed and controlled by the laws of New Zealand. The parties consent to exclusive jurisdiction and venue in the New Zealand courts.

The definition of “Taxes” under that section of the “Channel Terms” entitled “Definitions” is amended and restated as follows:

"Taxes" means any New Zealand, foreign, local or other governmental taxes, duties, levies, fees, charges, surcharges, or other similar fees or charges arising as a result of or in connection with the transactions contemplated under this Agreement and include, but are not limited to, sales and use taxes, value added taxes, goods and services taxes, gross receipts taxes, utility user's fees, municipal occupation and license taxes, excise taxes, business and occupations taxes, 911 taxes, franchise fees, universal service fund fees or taxes, regulatory cost recovery and other surcharges, taxes imposed or based on or with respect to or measured by any net or gross income or receipts (other than taxes based upon Microsoft's net income and any gross receipts taxes imposed in lieu of taxes on the income or profits of Microsoft), franchise taxes, stamp taxes, taxes on doing business, duties, tariffs, levies, withholding taxes, and any taxes that arise on the

distribution or provision of products or services by Company to its Affiliates or Customers.

That subsection of the “Channel Terms”, under that section entitled “Reporting, Invoicing and Payment, General”, entitled “Taxes” is amended and restated as follows:

***Taxation.** Amounts Company must pay Microsoft under this Agreement do not include any Taxes unless otherwise specified on the invoice as tax inclusive. Company is responsible for paying any applicable Taxes on or with respect to its activities in connection with this Agreement, if any, and Microsoft will have no responsibility for the payments. Company must, at the same time and in addition to any consideration for supplies made by Microsoft under this Agreement, pay or reimburse Microsoft for all Taxes payable in relation to the transactions contemplated under this Agreement or which are permitted to be collected by Microsoft under applicable law. The invoices issued by Microsoft will be issued in such form as may be required under the applicable law. If the consideration for a supply is adjusted, Microsoft will issue a debit or credit note, in such form as may be required. Company will provide Microsoft with its GST registration number together with its address details on the cover page of this Agreement.*

If income taxes are required to be withheld by any government on payments to Microsoft, Company may deduct such taxes from the amount owed by Microsoft and pay them to the appropriate taxing authority; provided however, that Company promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a tax credit or refund. Company will ensure that any taxes withheld are minimized to the extent possible under applicable law. Company remains obligated to pay Microsoft for the amount of tax withheld until Company provides to Microsoft the official receipt and other documents reasonably requested.

The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to Microsoft only and do not include any withholding taxes suffered by Company for payments made to Company by its Customers. Those withholding taxes will be Company’s financial responsibility.

This tax section shall govern the treatment of all Taxes arising as a result of or in connection with this Agreement notwithstanding any other section or any other document included in this Agreement.

[End of amended terms]

Contracting Microsoft Entity

Name

Microsoft Japan Co., Ltd.

Located at:

Microsoft Japan Co., Ltd.
Shinagawa Grand Central Tower
2-16-3 Konan Minato-ku
Tokyo 108-0075 Japan

Send notices to:

Microsoft Japan Co., Ltd.
Shinagawa Grand Central Tower
2-16-3 Konan Minato-ku
Tokyo 108-0075 Japan

The terms of the Agreement entered into as of the Effective Date by and between Company and the Contracting Microsoft Entity listed immediately above are amended by the “Country Specific Provisions” detailed below.

Country Specific Provisions:

The following text is added to the first item under that subsection of the “Core Terms”, under that subsection entitled “Miscellaneous”, entitled “Applicable Law and Venue”:

This Agreement will be construed and controlled by the laws of Japan and Company consents to the exclusive jurisdiction in the Tokyo District Court.

[End of amended terms]