Advania CSP Terms

The below terms collectively govern your purchase of Microsoft CSP licenses through an order or made online, as well as your use of the Advania Marketplace portal.

Advania Microsoft CSP Terms

1. By placing an order with the Supplier, either manually via email, service ticket or AMP, the Client represents and warrants that the Client has accepted the Microsoft Customer Agreement located here: https://www.microsoft.com/licensing/docs/customeragreement, which may be updated from time to time. The Client agrees to adhere to the terms of the Microsoft Customer Agreement which govern the use of the Subscription Services, the Online Services and to comply with any Microsoft acceptable use policies.
2. Once an order for a Subscription has been accepted by the Supplier, Subscriptions shall continue for the duration of the applicable subscription term unless and until terminated in compliance with the Agreement.
3. Fees
    3.1. Fixed Term Subscriptions:
        3.1.1. Products sold under fixed term Subscriptions are sold for a term as specified in the AMP.
        3.1.2. Any subsequent adjustments to annual Subscriptions (e.g. adding users) made mid-billing cycle will be invoiced and paid at the Supplier's next monthly billing cycle.
        3.1.3. Any subsequent adjustments to monthly Subscriptions (e.g. adding users) made mid-billing cycle will be calculated and post-billed at the subsequent invoice.
    3.2. For all Consumption Subscriptions, the Client agrees and acknowledges that:
        3.2.1. Consumption Subscriptions can only be cancelled in accordance with the Agreement unless otherwise specified in a SOF or SOW, and any usage before a transfer to another provider will be billed in the next scheduled invoice date;
        3.2.2. Consumption Subscriptions will be billed at the 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 the Online Services sold on a consumption basis may change during the subscription period;
        3.2.3. The Client shall pay all such usage and is responsible for monitoring its consumption needs;
    3.3. The Client agrees to implement rigorous fraud prevention and detection risk mitigation controls and the Client accepts that it is fully liable for any misuse or fraudulent purchases regarding the Subscriptions. The Client agrees that it is bound by any Supplier policies and Microsoft's policies regarding misuse and/or fraud howsoever arising in connection to the Subscriptions. The Client agrees that it is liable to the Supplier and/or Microsoft for payment of all costs incurred relating to any Fraud or Fraudulent use of any of the Services. Subscription Services, Products or Systems provided under the Agreement.
    3.4. The Supplier may at any time increase any fees related to the Subscription Services in line with any increases imposed upon the Supplier by Microsoft or the Third Party Provider and in line with the terms of the Microsoft Customer Agreement.
4. Intellectual Property
    4.1. The Client agrees that if a claim for infringement concerns the Product, the separate terms and conditions of the Microsoft Customer Agreement shall apply and is a separate action between the Client and Microsoft.
5. Limitation Of Liability
    5.1. For the avoidance of doubt, the terms set out in the Microsoft Customer Agreement govern the rights and responsibilities of the Client and Microsoft in relation to the use of the Subscription Services and Online Services and the Supplier excludes any and all liability in relation to the use of the Products. The Microsoft Customer Agreement sets out the Client's rights to use the Subscriptions during the Term. The Client shall comply with the Microsoft Customer Agreement at all times during the Term. Notwithstanding anything to the contrary in the Agreement, the Supplier's total liability to the Client in relation to the Subscriptions is the lesser of the total paid for one month of the Subscription or a sum equivalent to the total liability cap set out in the Microsoft Agreement and/or the applicable end user license agreement.
    5.2. Notwithstanding anything to the contrary in the Agreement, the Client shall indemnify the Supplier from and against any claims, including but not limited to claims for licence fees that directly or indirectly arises under paragraph 3.3 above and/or from the Client's use of the Subscription Services and/or reporting under the Agreement. The Client shall furthermore indemnify the Supplier against any losses incurred by the Supplier as a result of the Client failing to comply with the Microsoft Agreement.
6. Term & Termination
    6.1. The Client's licences granted on a Subscription basis will continue for the duration of the Subscription period(s) including any auto renewal as set out in the applicable SOFs subject to this Agreement. Unless otherwise

specified in the applicable SOF, the Client shall remain liable for any and all payments due in respect of the licence Subscriptions until the end of the respective Subscription period.

6.2. Termination of the individual Subscriptions will not affect any other Services provided under this Agreement or the applicable SOFs .

6.3. The Supplier shall not be liable whatsoever to the Client following any termination or suspension of the Subscription for legal, regulatory or any other reasons by Microsoft or the Third Party Provider.

6.4. On termination of the Subscription Services for any reason:

6.4.1. the Client shall pay all outstanding sums owing to the Supplier for the Subscriptions up to and including the duration term(s) set out in the applicable SOFs which shall commence upon activation of the Subscription(s);

6.4.2. all licence Subscriptions granted under the Agreement will terminate at the end of the duration term(s) set out in the applicable SOFs which shall commence upon activation of the Subscription(s); and

6.4.3. for metered Products billed periodically based on usage, the Client must immediately pay for unpaid usage up to and including the terms set out in the applicable SOFs which shall commence upon activation of the Subscription(s);

7. Partner to Partner transfers. Advania will process transfers to another CSP partner, at the request of the Client, at the end of each Subscription term and or renewal term. Any request to transfer earlier will be at the Suppliers discretion and will be subject to early termination fees which will be quoted following the request.

Advania Product specific Terms

Microsoft CSP License Based Subscriptions (NCE)

The Client may procure available Microsoft CSP services via AMP at any time. Each subscription will have an Initial Term of either 1 month, 1 year or 3 years, depending on the term the Client decides to procure.

- Each individual Microsoft 365 subscription carries its individual Initial and Extended Term durations.
- Pricing may change on renewal of the subscription without notice, in line with Microsoft's published pricing.
- All subscriptions are set to auto-renew. If notified in writing in advance, auto-renew may be turned off per subscription, or the client is able to manage this preference in AMP.
- Clients may increase the number of units within the subscription throughout the term of the subscription.
  - Additional licenses can be added to annual and 3 year subscriptions without the ability to then remove until the end of the Term.
  - Additional licenses can be added to monthly subscriptions at any time, however they can only be removed on the first day of the following month without further charges.
- Clients have 7 days to revert or make changes to a CSP License based subscriptions after placing an order within the AMP portal.

Microsoft Azure CSP Usage Based Service

The Client has the ability to consume resources on Azure as required. Azure services have a 30 day Initial Term that auto-renews unless otherwise agreed. All Azure CSP is invoiced in arrears.

All AZURE Usage Based Services are priced as per Microsoft public pricing calculator found here, https://azure.microsoft.com/en-gb/pricing/calculator/ on a Pay-As-You-Go basis. The Azure Usage Based Service is a consumption model, based upon Microsoft's pricing which can change without notice. The Supplier can alert you should you go over a certain cost threshold, please ensure you notify your Account Manager that you wish this service to be enabled and the threshold that should be set. All consumption must be paid for when invoiced by the Supplier. Supplier is not responsible or liable for any over usage carried out on the Clients tenant.

Microsoft Azure CSP Azure Reserved Instance

Client will be given the ability to procure Microsoft Reserved Instances (RIs) through their own Azure portal.

All Reserved Instance (RI) Pricing is derived from Microsoft in US Dollars. This is converted into local currency using the then current Microsoft Exchange Rate. In respect to monthly invoicing for Reserved Instances, please note that the Microsoft Exchange Rate will fluctuate and therefore subsequent invoices for RIs will vary depending on the then current rate.

Azure Reserved Instance - Exchanges and Refunds

Client can currently request to cancel a reservation at any time (refund amount capped at $50,000 in a 12-month rolling window). Cancelling a reservation allows the Client to return the amount of the remaining months of an Azure reservation for Early Termination Fees (ETFs). Early Termination Fees are a percentage of the remaining prorated balance. The remaining prorated balance, minus the Early Termination Fees, are credited to Client. Any unused RIs are credited in full within 5 days of purchase and used RIs at the end of the billing month, both scenarios are not subject to any Microsoft Early Termination Fees (ETF), however Supplier will charge 5% ETF. After 5 days from the purchased date, any requested refunds will incur a Microsoft charge of 12% ETF and Supplier charge of 10% ETF.

Through a grace period, Client has the ability to exchange Azure compute reservations (Azure Reserved Virtual Machine Instances, Azure Dedicated Host reservations, and Azure App Services reservations) until further notice. In October 2022, it was announced that the ability to exchange Azure compute reservations would be deprecated on 1st January 2024. This policy's start date remains 1st January 2024 but with this grace period clients can continue to exchange Azure compute reservations.

You may continue exchanging your compute reservations for different instance series and regions until we notify you again, which will be at least 6 months in advance. In addition, any compute reservations purchased during this extended grace period will retain the right to one more exchange after the grace period ends. The extended grace period allows you to better assess your cost savings commitment needs and plan effectively.

Microsoft Azure CSP Software Subscriptions
Azure Software Subscriptions are annual or tri-annual subscriptions which auto renew by default. It is the Clients responsibility to inform the Supplier should the Client wish to turn off auto-renew of subscriptions

Microsoft CSP Perpetual Software Subscription
Perpetual Software via CSP does not have and cannot have Software Assurance, as such, the version of the product bought at the time of sale is only available to the Client.

Microsoft Marketplace CSP Subscriptions
Client is able to procure some Azure Marketplace products and services via self service using the Azure portal. Some products will remain being procured via the Supplier. Marketplace subscriptions are subject to the following terms: Standard Contract for Microsoft Marketplace - https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RWXcE3

Advania Marketplace (AMP) Terms and Acceptable Use

This AMP Terms of Use ("**AMP Terms of Use**") sets forth the terms and conditions governing Client's and its AMP Users use of the AMP for, without limitation, provisioning and managing Cloud Services. Terms used but not defined herein will have the meaning given in Agreement, which are incorporated by reference. Notwithstanding anything to the contrary contained herein, the Agreement governing the purchase of Cloud Services by Client from Supplier, and the Vendor's terms and requirements governing the use of such Cloud Services will be set forth herein. Client acknowledges and agrees that the earlier of the Client's: (i) signature of the Agreement or (ii) its use of the AMP as described herein is deemed acceptance by Client of the terms and conditions set forth in this AMP Terms of Use without any further act on the part of the Client.

1. Provisioning Cloud Services. Client will be responsible for the acts and omissions of Client and its AMP Users with respect to any Cloud Services provisioned and managed through the AMP. Furthermore, to the extent required by Supplier or the applicable third party Vendor(s), Client will accept Supplier and applicable third party (including Vendor(s)) policies and requirements, including without limitation, privacy, abuse, authorised use, acceptable use and terms of use policies and requirements.
2. Administrator Responsibilities. Client will be granted administrative access to the AMP in order to access and operate features of the AMP.
3. Technical Support. Supplier will not be responsible for any malfunction or failure of any of the tools or functionality in the AMP. Supplier will use reasonable endeavours to resolve any technical issues arising in connection with Client's operation of the AMP within a reasonable timeframe upon receipt of written request from Client, but makes no representations or warranties as to the resolution of any technical issue(s). Supplier or its third-party contractors may, from time to time and at its or their sole discretion, update or modify any underlying AMP software or object code, including but not limited to third-party software, required to create, host and manage the AMP.
4. Payment Delinquencies or Non-Compliance with AMP Terms of Use.
   a. If Supplier determines or has been advised by a Vendor that the Client has violated the requirements of the Agreement, any third party Vendor terms and conditions and requirements governing the Cloud Services and/or has violated the requirements of this AMP Terms of Use, including without limitation Supplier may temporarily or permanently prevent Client from using the AMP and applicable Cloud Services, cancel the Cloud Services without a refund and, if appropriate, pursue legal action against Client. In the event of the above, Client's account data may become permanently deleted. Supplier will not be liable for any direct and/or indirect claims, losses, liabilities or other damages arising out of or in connection with the exercise of its rights under this Section
   b. In the event any payments due to Supplier pursuant to the terms set out in the Agreement become past due, Supplier may, in its sole discretion, exercise any of the following remedies upon five(5) business days' notice to Client: (i) refuse to fulfil any new orders from the Client; (ii) suspend or deactivate Client's delinquent account from the AMP, as applicable; (iii) de-provision the Cloud Services applicable to the delinquent account; or (iv) exercise any and all other rights or remedies available to Supplier under the terms set out in the Agreement

or by law. In the event of the above, Client's account data may become permanently deleted. Supplier will not be liable for any direct and/or indirect claims, losses, liabilities or other damages arising out of or in connection with the exercise of its rights under this Section.

5. Security of Access. Client acknowledges and accepts, that Client is solely responsible for securing access to the AMP. Supplier will not be responsible for independently verifying the credentials of any Client accessing and transacting through the AMP. Client is solely responsible for maintaining the security of any log-in information and passwords. Notwithstanding the foregoing, Supplier reserves the right, exercisable in its sole discretion, to control or limit the access of any Client to the AMP.

6. Modifications. Upon access to the AMP, Client and its AMP Users will have access to the account management tools. Upon provisioning of an order for Cloud Services, Clients may make such modifications to the provisioned Cloud Services as are permitted to be made under the applicable third party Vendor terms, which may be subject to validation by Supplier. Modifications to the provisioned Cloud Services which result in a price change will be the sole responsibility of the Client and shall subject always to the Agreement.

7. Client Indemnification. Client will defend, indemnify, and hold harmless Supplier and Suppliers Affiliates, directors, officers, employees, agents and contactors from and against any and all claims, losses liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with the use or misuse of the AMP, including but not limited to the use or misuse of the AMP by Client, or each of their AMP Users accessing the AMP as a result of the transactions contemplated by the terms set out in the Agreement.

8. Client and its AMP Users will not use the AMP:
   a. in a way prohibited by law, regulation, governmental order or decree;
   b. to violate the rights of others;
   c. to try to gain unauthorised access to, or disrupt, any service, device, data, account or network;
   d. in a way that could harm the AMP offering or impair anyone else's use of it;
   e. license, sub-license, sell, resell, rent, lease, loan, transfer, distribute, time share or grant a security interest, or make any AMP available for access by third parties in any way or form, other than specifically granted under the Agreement and/or this AMP Terms of Use;
   f. in any application or situation where failure of the AMP could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
   g. to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner.

9. Client will not, or allow any of its AMP Users to:
   a. create derivative works based on, or otherwise modify, any part of the AMP;
   b. disassemble, decompile, reverse engineer or otherwise attempt to extract any or all of the source code of any Cloudmore Offering, except to the extent applicable law permits it despite these limitations;
   c. access the AMP in order to develop a competing product or service;
   d. access the AMP in a manner intended to avoid incurring Fees;
   e. remove or modify a copyright or other proprietary rights notice on or in any AMP
   f. disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by any AMP
   g. disrupt the integrity of any AMP; or
   h. access any AMP by any means other than through the interface provided by Supplier.

10. Warranty Disclaimer. supplier does not warrant uninterrupted or error-free operation of the amp. all of the products, cloud services and/or content, specifications, descriptions or other information provided via the amp are provided on an "as is" and "as available basis" and supplier does not make any representations or warranties whether express, implied, or statutory of any kind, including without limitation, the implied warranties of merchantability, non-infringement, satisfactory quality, and fitness for a particular purpose. supplier does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any cloud services, information, functionality, specifications, descriptions or process provided in conjunction with the amp.

Definitions:

In addition to the definitions set out in the Agreement, the following definitions shall apply to these Terms:

Agreement: This includes but is not limited to the Service Order Form (SoF), AMP Terms of Use, these terms and conditions, third party Vendor terms and conditions (e.g. Microsoft) and terms and conditions pertaining to the CSP Service that will have been initially agreed

AMP: The Advania Marketplace is an online self service portal made available to clients to procure licensing.

AMP Users: This includes but is not limited to the Client and its employees, agents, guests, invitees, contactors or other third parties accessing the AMP as a result of the transactions contemplated by the terms set out in the Agreement and/or the AMP Terms of Use.

Business Day means any day which is not a Saturday, Sunday, England and Wales Bank Holiday or Public Holiday.

Cloud Solution Provider (CSP) Cloud product focussed licensing program from Microsoft enabling accredited managed service providers to support customers with cloud licensing procurement and simplified monthly recurring billing for subscriptions including Microsoft 365 and Microsoft Azure;

Client: refers to the end customer organisation identified on a SOF and contracting with the Supplier for the provision of agreed products and services.

Cloud Services: Any and all services hosted by a Vendor.

Cloud Solution Provider Licensing (CSP): Cloud product focussed licensing program from Microsoft enabling accredited Managed Service Providers to support customers with cloud licensing procurement and simplified monthly recurring billing for subscriptions including Microsoft 365 and Microsoft Azure.

Consumption Subscriptions refers to the licences that are billed based on actual usage in the preceding month;

Fraud or **Fraudulent Use** shall include (without limitation):

(a) theft, fraud, fraudulent activity, unlawful use, misuse and/or deception (whether actual or attempted and howsoever arising including but not limited to telephony, cyber and/or malware) in relation to the use of Microsoft Online Services, SaaS systems, applications, platforms, Software, Products and/or the Services; and/or

(b) unauthorised, fraudulent activity, unlawful use or misuse (whether actual or attempted including through cyber and/or malware) of the Microsoft Online Services, SaaS systems, applications, Software products and/or the Services; and/or

(c) consumption, fraudulent purchase(s) and/or usage Fees howsoever arising under (a) and (b) herein.

Granular Delegated Admin Privileges (GDAP) is a security capability that provides CSP partners with least-privileged access following the Zero Trust cybersecurity protocol. GDAP is used by AMP to read license information as well as allowing Advania to log service tickets with Microsoft.

Legacy Subscription Service(s) are Microsoft CSP Service(s) superseded by the NCE Service, and governed by the Microsoft Cloud Agreement.

Microsoft Agreement means as applicable, the Microsoft Cloud Agreement or the Microsoft Customer Agreement;

Microsoft Azure is Microsoft's hyperscale global cloud computing platform incorporating IaaS, PaaS and SaaS services.

Microsoft Cloud Agreement is a transactional licensing agreement for commercial clients on the Cloud Solution Provider program that has been superseded by the Microsoft Customer Agreement;

Microsoft Cost Management a suite of tools that help organizations monitor, allocate, and optimize the cost of their Microsoft Cloud workloads. Cost Management is available to anyone with access to a billing or resource management scope.

Microsoft Customer Agreement latest version can be found here: https://www.microsoft.com/licensing/docs/customeragreement

New Commerce Experience is the latest iteration of Microsoft's streamlined buying experience to Clients providing multiple term options and invoice frequencies;

Online Service(s) are any of the Microsoft-hosted online services subscribed to by Client under the Agreement;

Product(s) means Microsoft Online Services, tools, software, hardware, or professional support or consulting services provided under the terms of the Microsoft Customer Agreement;

Subscription(s) are the purchase of the Subscription Service(s);

Subscription Service(s) are a right to use the Product(s) for a defined term;

Supplier: The supplier refers to Advania UK Limited, Lowry Mill Lees Street, Swinton, Manchester, England, M27 6DB

Vendor: The OEM manufacturer(s) of the product(s) such as Microsoft.