



# Microsoft Partner Agreement

## Core Terms

(the "Core Terms")

These Core Terms, when combined with any Program-specific Terms referenced in the Enrollment accepted by Microsoft and Company, will 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

"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.

"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.

"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 (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any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"Effective Date" means, except as otherwise set forth in the Agreement, the date of acceptance of the Agreement by the parties.

"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" refers to any event that (a) arises after the effective date of the Agreement, (b) is not caused by and is beyond the reasonable control of the affected party, (c) could not have been prevented and cannot be overcome through reasonable efforts of the affected party, and (d) materially affects the affected party's performance under this Agreement. Force Majeure Events may include 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 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 reenacted. The terms "legal", "legal or regulatory", and "legally" shall be interpreted as relating to Law.

"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," "Processes" 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.
3. 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.

## 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) (i) comply with all Laws applicable to the use, transfer, import, export, or re-export of the Products, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("trade laws"); (ii) not take any action that causes the other Party to violate U.S. or other applicable trade laws; and (iii) will alert the other Party as soon as possible (in Partner's case, by notifying Microsoft at [cmec@microsoft.com](mailto:cmec@microsoft.com)), of any potential violation of trade laws relating to the performance under the Agreement or a potential violation of the terms in this subsection. Each Party acknowledges that its business activities under this Agreement may be subject to U.S. and other countries' export jurisdictions. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably concludes that performance would cause it to violate trade laws or put it at risk of becoming the subject of economic sanctions under trade laws. For additional information, see <http://www.microsoft.com/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. Company is prohibited from paying expenses for travel, lodging, gifts, hospitality, or charitable contributions for government officials on Microsoft's behalf;
  - (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 Business Conduct Alias ([BUSCOND@microsoft.com](mailto: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 and the Personal Data is being shared only in the context of the provision of or receipt of a Product to a party or a Customer.



- (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 applicable to the Personal Data being Processed;
  - (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 Laws 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) and the maintenance of the confidentiality of Personal Data;
  - (vi) provide prominent notice of its privacy practices to Data Subjects and maintain a prominent link to an online privacy statement 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/usage/general.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, unless otherwise mutually agreed, 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 (i) due to the infringement, misappropriation or violation of Microsoft's intellectual property rights, or (ii) in the event of Microsoft's termination of Company's Microsoft Partner Network Agreement for cause, as described in Sections 4(b)(2) and (3) therein. 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 receiving 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 Laws, 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 Laws 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) Except as otherwise provided in the Agreement, all notices under the Agreement must be in writing (which may be in electronic form if permitted by Laws) and addressed to the contacts provided by the receiving party. 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. Notices will be deemed received five (5) 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).
  - (b) If permitted by the Agreement, "business notices" may be subject to different notice requirements or delivery methods, including delivery on a Partner Portal. 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, General. 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, excluding any Guide(s) (as may be defined in the Program-specific Terms), (3) these Core Terms, (4) any Guide(s), and (5) any terms or documents incorporated into the Agreement by reference or URL. Additional terms detailing the order of precedence for the documents that comprise the Program-specific Terms will be set forth therein. The terms of an amendment control over the terms of the document subject to that amendment and any prior amendments concerning the same document.

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. The use of the term "including" will always be interpreted to mean "including, but not limited to" unless expressly indicated otherwise.
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 an action, cause of action, suit, or judicial claim brought by any third party (excluding Company Affiliates).

"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, that is used to grant rights to Products to such Customer, and the associated Microsoft license terms that govern the 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. Customer Purchase Commitment must also specify agreement duration.

"Education Customer" means any Customer that meets the education customer eligibility requirements found at <http://www.aka.ms/academiceligibility>.

"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](http://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 a material breach of the Agreement.

"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 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.

"Program-specific Terms" means, collectively, these Channel Terms, an underlying Channel Authorization, any associated Product Specific Terms, and any associated Guide(s).

"Public Customer" means any Customer that is either an Education Customer, Government Customer, or State-Owned Entity.

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

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

“State-Owned Entity” 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.

“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 Laws, Microsoft grants no rights to Company to sublicense Products, or any rights under the Agreement, to any third parties (including Company Affiliates) 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) Technology. Company agrees to, as required to perform its obligations under the Agreement, possess 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.
- (b) 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.
- (c) 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. 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) Microsoft reserves the right to reject any order for legal or regulatory reasons or if Microsoft reasonably determines that the provisioning of such order would create additional risk of (i) liability for Microsoft, including as a result of alleged violations of anti-corruption Laws, or (ii) fraud or piracy of Products.

- 2. Purchase Commitment Obligations. Prior to submitting an order or order revision for a Public Customer, Company must obtain a Customer Purchase Commitment and, if use of a Reseller is permitted in the Channel Authorization, a Reseller Purchase Commitment and provide the same to Microsoft upon its request. For all other Customers, Company need only obtain a Customer Purchase Commitment or, if use of a Reseller is permitted in the Channel Authorization, a Reseller Purchase Commitment and provide the same to Microsoft upon its request. By submitting an order or order revision, Company (i) represents that any Customer Purchase Commitment or Reseller Purchase Commitment provided is complete and accurate in all respects and (ii) agrees to pay Microsoft for all orders it submits for Products.

### 3. 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 Public Customer, then Company must ensure that the Customer Discount is passed through for the benefit of the Public Customer. This also means that the resale price to the Public Customer for prices attributed to Microsoft Products may not exceed the Maximum Resale-Price. "Maximum Resale-Price" is the total estimated retail price for Microsoft Products less the applicable Customer Discount.



- (b) "Customer Special Offers" means any credits or other benefits (current or future) including previews and trials offered by Microsoft to Company for the sole benefit of a Customer or Customers. If Microsoft provides Company with a Customer Special Offer for a Public Customer, then Company must ensure that the Customer Special Offer is passed through by the transference of the full value of such Customer Special Offer to the Public Customer, as directed by Microsoft.
  - (c) All discounts, credits, or other benefits provided by Microsoft to Company, unless otherwise expressly communicated by Microsoft, shall be presumed to be Customer Discounts or Customer Special Offers, as appropriate.
  - (d) By leveraging a Microsoft provided Customer Discount or Customer Special Offer for a Public Customer, Company agrees to disclose all Customer Discount and Customer Special Offer information, to the Public Customer, as may be further detailed in a Guide. Microsoft reserves the right to disclose Customer Discounts and Customer Special Offers directly to a Public Customer. The absence of a disclosure by Microsoft of a Customer Discount or Customer Special Offer to the relevant Public Customer will have no impact on the Company's obligation to pass through the full Customer Discount or Customer Special Offer.
  - (e) Company agrees to provide accurate contact information of the authorized representative of a Public Customer receiving a Customer Discount or Customer Special Offer in order to enable Microsoft's communication to it of information regarding such
  - (f) Microsoft encourages the Company employees to take Microsoft's Ethics & Integrity Training and Microsoft Contract Requirements and Compliance training for MPN members in Partner University (located at <https://learningportal.microsoft.com/ethics> and <https://partner.microsoft.com/enUS/training/assets/collection/microsoft-contract-requirements-and-compliance18552#/>).
  - (g)
4. 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.
  5. Reporting. Company will comply with any reporting obligations described in the Channel Authorization and any associated Product Specific Terms or 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.

## Audit, General

1. Duty to Maintain Records. Company must maintain complete and accurate records relating to its performance under the Agreement (including the books, documents, data, records, papers, and other information and materials related to transactions and obligations contemplated by the Agreement) for the shorter of (a) the five (5) most recent years of Company's participation under a Channel Authorization, or (b) the duration of Company's participation under a Channel Authorization ("Relevant Records") during the term of its participation under a Channel Authorization and for five (5) years after the later of either (y) the termination of Company's participation under the Channel Authorization, or (z) 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 nonrelevant information.

## 2. Right to Audit.

- (a) 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. 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.
- (b) 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 and Company's obligations outlined in those subsections entitled "Purchase Order Commitment Obligations" and "Customer Discount & Customer Special Offer Transparency, Passthrough" under that section of these Channel Terms entitled "Product Fees and Ordering, General"; Microsoft's exercise of this right shall not be deemed an exercise of its right to review and audit Company's Relevant Records. Any information shared by Company in connection with this subsection will be treated as Confidential Information.

## 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 for any unlicensed distribution and use and 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 the Product or Mark with a non-infringing functional equivalent or modify the Product or Mark to make it non-infringing while remaining functionally equivalent; 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 subsection provides Company's only remedy for third party infringement and trade secret misappropriation Claims.

### Limitations on Liability, General

- (a) 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.
- (b) 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 CLAIMS (INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH); (IV) BREACH OF THOSE OBLIGATIONS SET FORTH IN ITEMS "(B)" AND "(C)" OF THAT SUBSECTION OF THE BUSINESS INTEGRITY PRINCIPLES ENTITLED "BUSINESS CONDUCT" 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.
- (c) 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, unless otherwise mutually agreed, 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, 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, and (3) these Channel Terms. With respect to the Program-specific Terms, any Guides will hold the lowest position of precedence; with respect to the Agreement generally, any Guides will hold the position of precedence described in that subsection of the "Core Terms", under that section entitled "Miscellaneous", entitled "Order of Precedence, General". The terms of an amendment control over the terms of the document subject to that amendment and any prior amendments concerning the same subject matter.



# Microsoft Partner Agreement

## CSP Indirect Reseller Authorization

(the "Channel Authorization")

### Definitions

"Additional Terms" means that portion of the Distributor Agreement that Distributor may provide to Company in connection with Company acting as an Indirect Reseller of Distributor, as relevant to Company in its (a) reselling of Products to Customers or (b) fulfilling technical support obligations in accordance with the Distributor Agreement.

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

"Customer" means, except as otherwise provided in the Additional Terms, any legal entity (other than Company or Company Affiliates, or Distributor or its Affiliates) within the Territory that acquires Products for use as an end user, and not for distribution or resale.

"Distributor" means the legal entity (i) that has entered into an agreement with Microsoft, whereby Microsoft has authorized it to distribute certain Products through an Indirect Reseller, and (ii) that has engaged Company to act as its Indirect Reseller.

"Distributor Agreement" means the agreement, as updated from time to time, between Microsoft and Distributor, pursuant to which, Distributor is authorized to distribute Products through an Indirect Reseller, and on which Company's subordinate authorization to resell Products is dependent.

"Independent Customer Agreement" means, with respect to a given Customer, that agreement between Company and such Customer governing the former's access to and management of such Customer's Customer Data.

"Indirect Reseller" means a legal entity (other than an Affiliate of Distributor) within the Territory (i) that has accepted and complies with this Channel Authorization and (ii) that has agreed to purchase Products from Distributor for resale to Customers in accordance with the Distributor Agreement.

"Microsoft Commercial Cloud portal" refers to each of, but is not limited to, the Partner Center, the Partner Administration Center or successor site identified by Microsoft, the "Azure Portal", the "Store-For-Business" portal, the "Azure Marketplace" portal, and the "Office Portal."

"Microsoft Product" means any Product that is not a Non-Microsoft Product.

"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.

"Products" means those products and services that Microsoft has granted Distributor authorization to distribute through an Indirect Reseller in accordance with the Distributor Agreement.

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

"Territory" means the geographic region in which Company is authorized to resell Products to Customers in accordance with the Distributor Agreement.



## Authorization

1. General. This Channel Authorization authorizes Company to participate in Microsoft's Cloud Solution Provider Program and to, thereby, resell Products as an Indirect Reseller, and details the terms and conditions of the rights granted by Microsoft to the Company in connection with such authorization. Company agrees and understands that its authorization to resell Products is conditioned on its compliance with (i) this Channel Authorization and (ii) any Additional Terms. Except as otherwise specifically provided in the Additional Terms, the Additional Terms shall be interpreted as applying to Company and its resale of Products to Customers in accordance with the Distributor Agreement. A breach of the Additional Terms will be considered a breach of this Channel Authorization.
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 Customer located outside the Territory.
3. Company Affiliates. Except as otherwise provided by the Agreement, Company's Affiliates are not authorized to perform under the rights granted under this Channel Authorization.
4. Use of Others. Company may not (i) delegate any of its obligations under the Agreement to any third party (which includes Company Affiliates) except as otherwise authorized in the Additional Terms; or (ii) hire or use any third party to engage with any Public Customer relative to a purchasing decision. Company may only hire and use third parties to perform ancillary services in support of Company's performance of its obligations under this Channel Authorization. Company guarantees such third parties' compliance with the Agreement and the Additional Terms and will be liable for the acts and omissions of each such third party. If Company hires or uses a third party to interact with Customers, Company will, in its agreement with such third party, reserve for Microsoft the right to audit (in accordance with that section of the Channel Terms, entitled "Audit, General") the third party's compliance with this Agreement and the Additional Terms.

## Relationship of Parties

1. Access to Tools and Systems
  - (a) While Microsoft may make available certain tools and systems that may facilitate Company's relationship with Distributor, Company's use of such tools or systems does not create a duty on the part of Microsoft to directly or indirectly sell or supply Company with Products, process orders or in any other way enable Company's business. Microsoft is not a party to the terms and conditions between Company and Distributor. Except as otherwise provided in the Agreement or the Additional Terms, Microsoft sets no requirements on Company's pricing and other terms of sale of Products to Customers.
2. Management of Customer Subscriptions
  - (a) Company may perform certain functions associated with the purchase, activation, support and management of Customer's purchased Products on behalf of Distributor. Company acknowledges and agrees that from time to time Microsoft may update the processes and tools needed to perform those functions, as Microsoft in its sole discretion deems appropriate, and Company may be required to implement such updates or changes to continue to perform such functions.
  - (b) As manager of a Customer's purchased Products, Distributor may cancel Customer's Subscriptions. Microsoft will not be liable to Company or Customer, in any manner whatsoever, in connection with Distributor's cancellation of the Customer's Subscriptions. As manager of a Customer's purchased Products, Distributor may suspend a Customer's Subscriptions.



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 Distributor's suspension of the Customer's Subscriptions

- (c) Microsoft may suspend or cancel a Customer's Subscription at any time for legal or regulatory reasons, in connection with the termination of the Customer's status as a Customer, or as otherwise permitted under the Distributor Agreement or the Customer Agreement. Microsoft will notify Distributor of any such suspension or cancellation of a Customer's Subscription as soon as is commercially reasonable; Microsoft will not be liable to Company in connection with any such suspension or cancellation. 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.

## General Requirements and Obligations

### 1. Customer Agreement Acceptance.

- (a) Each Customer must accept the Customer Agreement prior to ordering Products. Microsoft may independently obtain the Customer's acceptance of the Customer Agreement. If Customer has not already accepted the Customer Agreement, Distributor may direct Company to secure Customer's acceptance of such; such acceptance must be in a manner that creates a legally enforceable contract between Microsoft and the Customer. Neither Distributor, nor Company, may revise the Customer Agreement in any way. If directed by Distributor to secure Customer's acceptance of the Customer Agreement, then 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.
- (b) Microsoft may revise the Customer Agreement and acceptance requirements for future Customers. Regardless of whether Distributor or Company secured the Customer's initial acceptance of the Customer Agreement or if Customer initially accepted the Customer Agreement directly with Microsoft, 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 a Subscription. If Customer only has a Microsoft Azure Subscription or a Product that automatically renews or has no identifiable renewal date, then Customer may accept the updated Customer Agreement at any time prior to or at the submission of any subsequent order for any additional Product (which is not a subsequent adjustment to an existing Subscription).
- (c) If Company secures a Customer's acceptance of the Customer Agreement, then Company must provide confirmation of, and accurate details about, such acceptance to Distributor for reporting to Microsoft and must do so prior to submitting any orders on behalf of that Customer. Microsoft reserves the right to reject any proposed Customer for legal or regulatory reasons or if Microsoft reasonably determines that engaging the proposed Customer would create additional risk of liability for Microsoft.

### 2. Reservation of Rights.

- (a) Microsoft may reject any proposed Customer as described in subsection (c) of that section entitled "Customer Agreement Acceptance," above. Microsoft may terminate any given Customer's status as a Customer for compliance with Law, in consideration of the Customer eligibility requirements and limitations set out in this Agreement or pursuant to the terms of the Customer Agreement 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 a 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 submit an invoice for any orders, or any obligation to pay Microsoft. Company will not have any claim against Microsoft for damages or lost profits resulting from Microsoft's rejection of a proposed Customer or termination of a Customer. Company will be entitled to invoice a terminated 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 rejection of a proposed Customer or termination of a Customer.
- (b) Microsoft may provide any Products directly to Customers; Microsoft may also authorize other entities to do so. Microsoft may send direct communications to Customers related to the terms of the Customer Agreement or the operation or delivery of a Product.
3. Product Availability; Fulfillment.
- (a) Company acknowledges and agrees that Microsoft (i) will have no liability to Company or any Customer arising from Product availability or any Product shortages; and (ii) may at any time limit order quantity or impose other limitations or conditions on Products.
- (b) Microsoft may discontinue the availability of any Product at any time and shall have no obligation to Company with respect to any Product. Company may retain all information and data necessary to provide transition services to Customers in accordance with this Channel Authorization or the Additional Terms.
- (c) Company shall not resell Products provided by any source other than Distributor, unless such source is a Microsoft-approved distributor of the Products.
- (d) Company shall coordinate with Distributor to ensure fulfillment of each Customer's order or purchase. Company shall comply with the terms and conditions contained in the Additional Terms that relate to the Products; additional fulfillment obligations specific to the Products may be provided in the Additional Terms.
4. Software Offer Terms and Obligations
- (a) 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.
- (b) Installation of Software.
- i Company 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.
- ii If Company is performing services that include the installation of Software on behalf of the Customer, Company must take commercially reasonable efforts to confirm that the Customer has properly obtained the prerequisite Software. Company must retain all records related to the installation of Software, and, upon request, provide such records to Microsoft for verification. Any falsification of such Customer information provided



to Microsoft will constitute grounds for immediate termination of this Channel Authorization.

- iii Company must ensure that each Customer acquires 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.

## Operational and Technical Support

### 1. Company Support Obligations.

- (a) Distributor may cooperate with Company in the fulfillment of certain technical support obligations contained in the Distributor Agreement. Further, Distributor may delegate certain technical support obligations to Company as its Indirect Reseller with respect to a specific Product that it distributes through Company. In the context of such delegation, Company must comply with the following:
  - i Company must provide support services to Customers for all Products where technical support has been delegated and will fulfill such obligations and perform such services with professional care and skill. Company will include the requirement to provide support services with respect to those Products where technical support has been delegated in any Independent Customer Agreements that it has with Customers that purchase such Products from Company.
  - ii Company must provide Customers support for Products, where technical support has been delegated, on a continuous basis. Company must be the primary point of contact for Customers for all operational or technical support issues or questions related to such Products.
  - iii Company is responsible for informing Customers of Company's technical support processes. Company must endeavor to diagnose and resolve Customer questions related to how-to scenarios, and any issue which has a publicly documented solution available from Microsoft. Company may escalate to Microsoft, through its Distributor, only those issues that can only be resolved by Microsoft, such as bugs, undocumented scenarios, service impacting events, and service configurations.
- (b) Microsoft will provide support services for Software Perpetual License and Software Subscription offers. For clarity, Company may choose to provide frontline support to Customers for Software Perpetual License and Software Subscription offers, directing Customers to Microsoft for unresolve inquiries regarding such offers. For Products deemed to be Software Perpetual License or Software Subscription offers, Company will only be responsible for providing support directly related to procurement and general fulfillment, which may include issues with respect to any license key access and activation process and product media and download.
- (c) Company understands and agrees that Microsoft shall have no responsibility for support regarding the purchase and fulfillment process for Products. 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 Distributor for review.

- (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.
  - (e) Regardless of whether Distributor delegates any of its Technical Support Obligations, Distributor will be the primary point of contact for Microsoft regarding any technical support requests that are escalated to Microsoft on behalf of a Customer. Any support tickets submitted on behalf of a Customer must be submitted to Microsoft by Distributor, and may not be submitted by Company.
2. Support Contact Information. Company will provide Microsoft, at Microsoft's request, with the telephone numbers, email addresses and website addresses for Company's support personnel. Company agrees that Company's relevant support personnel will: (i) complete help desk training before the launch of the Products where technical support has been delegated, and (ii) stay current on the latest help desk training. Except as otherwise provided in this Agreement, 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 Laws 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. 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.

## Defense Obligations.

1. Company 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.

## 2. Notification of Claims.

(a) Company will reasonably promptly notify Microsoft of any Claim to the extent that such:

- i is alleged to arise from Microsoft's gross negligence, or from Microsoft's intentional acts or omissions hereunder;
- ii alleges that a Microsoft 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 a Microsoft Product, or Company's use of Microsoft Marks in connection with promotion of Microsoft Products, infringes a third party's trademark;
- iv alleges that a Microsoft Product infringes a third party's copyright; or
- v alleges that a Microsoft 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 Laws.

(b) Microsoft may, at its option and discretion, choose to take up the defense of any such Claim. If Microsoft takes up the defense of a Claim, it will, with respect to such Claim, be considered the Defending Party and 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. Except for if Microsoft asserts its right to take up the defense of a Claim, Microsoft will have no obligation to defend or indemnify Company with respect to a Claim.

## Customer Data and Privacy Obligations

1. Privacy. Before obtaining Personal Data from Data Subjects, Company must obtain their legally valid permission or have another valid legal basis to permit the Processing and transfer of the Personal Data by Company, Microsoft and Microsoft Affiliates, and each parties' respective Representatives and service providers as contemplated under this Channel Authorization. Microsoft may collect, use, transfer, disclose, and otherwise Process each Customer's Personal Data or Customer Data. If obtaining Data Subject permission, such permission must comply with Laws 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 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 Laws.
  - (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 Laws or judicial process.
  - (d) Company shall require in its agreements with Customer that, as and to the extent required by Laws, 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 Laws 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 the mutual Customer. Notwithstanding the foregoing or anything otherwise provided in the Agreement, with respect to the Processing of Customer Data, Company and Microsoft agree that each Company and Microsoft are independent processors for the mutual Customer.
  - (f) In the event Company becomes aware of (i) any unlawful access to any Customer Data, (ii) unauthorized access to any facilities or equipment resulting in loss, disclosure or alteration of any Customer Data, (iii) any actual loss of or suspected threats to the security of Customer Data, (iv) any unauthorized access to a Partner Portal through Company access accounts, or (v) any other instance of unauthorized or non-compliant access that affects end user experience of, or otherwise impacts, Products (each, a "Security Incident"), Company must notify Microsoft at [cert@microsoft.com](mailto:cert@microsoft.com) promptly and without undue delay, but in no event more than 72 hours after having become aware of a Security Incident. Company's notification should include, to the extent available, any information known regarding the cause or source of the incident and any misuse of or interference with Microsoft Products; provided, however, that reports must be made promptly regardless of the availability of such information; Company must supplement any incomplete report as soon as possible. Company must cooperate with any ensuing investigation by Microsoft, including timely provision of requested information. Company acknowledges that any information that it provide under this Agreement regarding the cause, methods, impact, indicators of compromise, or origins of a Security Incident ("Security Information") will not be deemed Company Confidential Information and that Microsoft may share such information with Microsoft's Representatives, any affected parties, and any governmental authority for the limited purposes of the investigation and remediation of a Security Incident or the prevention of further incidents; provided, however, that Microsoft will otherwise treat Security Information as Company Confidential Information.
3. Other Security Obligations. Company will ensure (i) that only its Representatives that are authorized to use a Partner Portal on its behalf and 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. Company will be responsible for any misuse of, including any fraudulent activities conducted through, any of its Partner Portal accounts.

## Term and Termination

1. Term. Company shall remain authorized as an Indirect Reseller 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. Except as otherwise provided in the Additional Terms, 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, unless otherwise mutually agreed, 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.
5. Suspension. Microsoft may, without terminating this Channel Authorization, suspend Company's access to any online tools or systems, including any Partner Portals, that Microsoft has made available to Company in connection with this Channel Authorization during any period of Company's material breach. Microsoft will give Company notice before suspending such access when reasonable.
6. Effect of Termination. Upon the termination of this Channel Authorization, Company must immediately stop using all rights granted by this Channel Authorization. In addition to any obligations detailed in the Additional Terms, following the termination of this Channel Authorization, Company shall: (i) immediately cease distribution of the Products; (ii) within twenty-four (24) hours of such termination, shut down any websites or pages and any Customer access to such websites or pages that include any advertising, marketing or branding that include the Products or Microsoft Marks; (iii) promptly remove any other advertising, marketing or branding, that include the Products, marketing materials or Microsoft Marks and (iv) provide any other cooperation, as reasonably requested, to Distributor and Microsoft.
7. Termination of Distributor. Company acknowledges that expiration or termination of the Distributor Agreement shall immediately, and without further action by the parties, terminate any Product



distribution rights granted to Company in accordance with the Distributor Agreement. Upon termination or expiration of the Distributor Agreement, Microsoft may work with Company to facilitate its engagement with a replacement Distributor to enable the continuation of the rights granted in this Channel Authorization.

8. Customer Change of Partner.

(a) A Customer may be permitted under a Customer Agreement to elect to change its reseller or distributor. The change becomes effective at the time specified in the underlying Customer Agreement. If a Customer elects to terminate its relationship with Company, Company will not have any claim against Microsoft for damages or lost profits resulting from the termination or Customer's failure to provide any required notice to Company.

(b) Company must use commercially reasonable efforts to cooperate with Customer, Distributor, and/or Microsoft to facilitate the transference of any Customer orders, subscriptions, administrative credentials, Customer Discounts, and/or Customer Special Offers, as appropriate, to a new reseller or distributor at a Customer's direction, in connection with of a Customer request to change reseller or distributor, or Microsoft's direction, in connection with the termination of this Channel Authorization.

9. Notice of Changes. Microsoft reserves the right to modify this Channel Authorization from time to time. Microsoft may modify this Channel Authorization with (i) five (5) days' prior notice if such modifications relate to the storage, handling or distribution of Microsoft intellectual property, or (ii) thirty (30) days' prior notice in all other cases. After the applicable notice period, 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.



## 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, which is the date the applicable Contracting Microsoft Entity receives Company's acceptance, subject to satisfactory processing for completion. 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 Corporation**

**Located at:**  
**Microsoft Corporation**  
One Microsoft Way  
Redmond, WA 98052  
USA

**Located at:**  
ZEN-FoR.IT s.r.o.  
Lidicka 700/19  
602 00 Brno  
VAT: 07462450  
  
MPN ID: 6107414

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]