

CSR SPECIFIC ADDENDUM: MICROSOFT CLOUD SERVICES

Last update of this document herein: August 2023

By signing the CLOUD SERVICES RESELLER TERMS AND CONDITIONS (also referred to as "Terms and Conditions"), you, in your capacity as a Cloud Services Reseller ("you" or "CSR") acknowledge and agree to comply with the terms and conditions contained in this CSR Specific Addendum: Microsoft Cloud Services ("Specific Addendum") to the Terms and Conditions, in connection with the resale of the Cloud Services defined below provided by Microsoft Corporation, including its affiliates and subsidiaries ("Microsoft") and sold to you, through a cloud service provider platform (also referred as "CloudSolv", "SreamOne" or "Platform"), by TD SYNEX Contracting Party specified in Exhibit I of the Terms and Conditions ("**Distributor**"). Prior terms and conditions of sale or agreements between CSR and Distributor currently in effect, including, but not limited to the CLOUD SERVICES RESELLER TERMS AND CONDITIONS or Distributor's standard Terms and Conditions of Sale, Distributor's credit application or any other valid agreement with Distributor (collectively the "Agreement"), which are incorporated herein by reference, remain in full force and legal effect. Capitalized terms used but not defined in this Addendum shall have the meanings set forth in the Terms and Conditions and the documents comprising the Agreement. In case of conflict between the Specific Addendum and the Terms and Conditions or any document that integrates the Agreement, the provisions of this Specific Addendum shall prevail. This Specific Addendum is supplemental to the Terms and Conditions accepted by CSR and does not replace or modify any Documentation provided in connection with the Services. This Specific Addendum shall be deemed effective as of the date CSR signs the Terms and Conditions, ("Effective Date"). CSR and Distributor agree as follows:

1. **Services Description.** "Services", "Microsoft Cloud Services" or "Products" means Microsoft's (also referred to as "Vendor") online or cloud services rights, which may include Vendor's software technology and any supplemental services provided by CSR to manage and sell to End User. "New Commerce Experience" (NCE) means those Microsoft Services offered under its modern billing platform, which is billed on an *a posteriori* basis as reconciled by Microsoft.
2. **End User Requirement.** "End User Agreement" means Microsoft's agreement with an End User that is used to grant a right in regard to the Products applicable to a specific End User under this program. At any time, Microsoft might review and audit the End User Agreements. To order, each End User must have accepted an End User Agreement. If Microsoft updates the End User Agreement, the End User must accept the new End User Agreement on or before renewal of the Subscription. By placing an order with Distributor, CSR (i) declares and warrants that End User has accepted the terms of the End User Agreement and (ii) agrees to pay Distributor for all orders of Microsoft Cloud Services. Microsoft may accept or reject any End User proposal at Microsoft's discretion. If End User does not accept the terms of the End User Agreement, CSR will be liable to Distributor for any damages incurred to Microsoft as a result of such breach.
3. **Territory.** CSR is authorized to sell Microsoft Cloud Services only within the Applicable Territory specified in Exhibit I to the Terms and Conditions. CSR may not collect orders or receive payments for Products from any End User located outside the Applicable Territory. Affiliates of CSR are not authorized to trade under this Agreement unless otherwise authorized in writing by Distributor.
4. **Subscription Terms and Conditions.**
 - A. **Subscription Term.** As defined in the Terms and Conditions. By generating a Purchase Order through Distributor's Platform, CSR agrees to comply with and be billed for the full Subscription Term set forth therein. The available subscription terms will depend on the Microsoft Services to be purchased.
 - B. **Payment.** As set forth in the Terms and Conditions. If CSR fails to make payments by the due date, Distributor may take any or all of the following actions: (i) Distributor may withhold all outstanding

Purchase Orders, suspend further shipments or End User access to the Products under any agreement between Distributor and CSR, until Distributor receives all payments due under this Agreement; (ii) Distributor may apply currency correction indices and the Interest Rate set forth in Exhibit I of the Terms and Conditions on the amount due, as well as a late penalty for each value in arrears at the rate of 10% (ten percent). CSR shall pay the interest to the Distributor on demand. If there is a need for judicial collection of debts, legal fees shall be due at the rate of 20% (twenty percent) of the value of the debt.

- C. Automatic renewal. Unless otherwise provided in this Specific Addendum or the Agreement, Subscriptions will automatically renew at the end of any term. CSR may opt an End User out of this automatic renewal system by updating the Subscription through the Microsoft Portal or notifying the Distributor in writing and agreeing to the renewal pricing.
- D. Disabling. Microsoft or the Distributor may disable an End User's subscription. Depending on the Product, the End User may or may not have limited access to the Product. Distributor shall not be liable in any way to End User for Distributor's disabling of End User's Subscriptions. Distributor or Microsoft may disable an End User's Subscription for legal or regulatory reasons, in the event of late payment of unpaid past due invoices by CSR or for any other reason allowed under this Agreement.
- E. Cancellation. Distributor may cancel a Subscription for an End User's Product, however, refunds are not allowed unless set forth in writing by Microsoft and an "Early Termination Fee" may apply, constituting the fee owed by CSR in the event of cancellation of a Subscription prior to the expiration of the Subscription Term. Upon termination, End User shall have ninety (90) days to migrate any End User Data to a new Subscription with CSR, with Distributor, or with Microsoft directly, or to some other service. Upon request, Microsoft or Distributor may assist CSR with the migration of End User Data for an additional charge. For services contracted under the "New Commerce Experience" ("NCE") the specific cancellation policies are detailed in Section 5.
- F. Service Level Agreements (SLA) Credits. Microsoft makes certain commitments to End Users regarding the delivery and performance of the applicable Services in the SLA. If an End User makes a claim regarding the SLA, CSR shall escalate the claim to Microsoft for review and notify the Distributor immediately.
- G. Product Delivery. Microsoft will provide the Products based on End User information provided by CSR through the Distributor. CSR must provide End Users with the administrative registration credentials that Microsoft provides to access the applicable Product. Upon receipt and acceptance of a valid order for Products, Microsoft will provide the Product for the benefit of the applicable End User. Microsoft may send direct communications to End Users regarding the terms of the End User Agreement or the operation or delivery of the Product. CSR must provide Microsoft through the Distributor accurate contact information for the administrator of each End User domain. CSR will use commercially reasonable efforts to provide accurate and up-to-date information.
- H. Credit Validation and Collection Guidelines. The Distributor shall decide whether to grant credit to CSR. Failure by the End User to pay CSR shall not relieve CSR of its payment obligations to the Distributor.
- I. End Customer Relationship: Distributor does not have a contractual relationship with End User and CSR expressly acknowledges and agrees that it shall be liable for all of End User's obligations under this Agreement by entering into a contract with terms substantially similar to those in this Agreement (as amended) and the Services Description. Specifically, CSR shall establish and operate systems and procedures sufficient to provide tier one support to End Users, including, but not limited to, (i) handling and logging all calls, emails and other requests for assistance from End Users; (ii) determining whether the call requires escalation to Distributor or Microsoft (and forwarding such call to Distributor or Microsoft if necessary).

5. New Commerce Experience (NCE): License-based services (i.e. Office 365, Dynamics 365 and Microsoft 365). Subscriptions will be activated at the time of provisioning on the Platform or in the "Microsoft

Partner Center" and will be available to the End User immediately. The Distributor will invoice CSR, in arrears, on the first business day of the following month, based on charges incurred by Microsoft. For example, orders and changes placed in the month of August will be invoiced to CSR on September 1st. Invoices may be delayed during holidays, account or system problems. CSR is obligated to adhere to and complete the contracted Subscription Term, regardless of the billing cycle selected. The Subscription Terms to choose from are: one (1) month or one (1) year. The billing cycles to choose from are: one (1) month or one (1) year.

- A. Additional Licenses and Subtractions: New license additions throughout the month will be reflected on the corresponding invoice with a prorated charge to align with the term and billing cycle selected by CSR in their original order. License subtractions may only occur during the cancellation window period set forth in Section C; a prorated credit will be issued based on the credit received from Microsoft. Contract start/end dates will not change when quantities are modified.
- B. Upgrades & Downgrades: Upgrades to higher value Services are permitted and will be reflected on the corresponding invoice with a prorated charge. Downgrades are not allowed.
 - i. If a total upgrade is completed, CSR will maintain the same contract and subscription ID;
 - ii. If a partial upgrade is completed, CSR will have two (2) separate line items on the contract, with two (2) separate subscription IDs. CSR is responsible for the reassignment of licenses to the End User.
- C. Cancellations: CSR may cancel the Services during the seven (7) days following the purchase date on the Platform.
 - i. Upon cancellation of a subscription within the permitted seven (7) days window, CSR will receive a prorated refund for unused billing days in the cycle from the day of cancellation.
 - ii. After seven (7) days, cancellation will no longer be available. CSR will be billed for the full Subscription Term, even if End User stops paying for the subscription or stops using it.
- D. Renewal:
 - i. Monthly Subscriptions: automatic renewal by default through the Microsoft Partner Center.
 - ii. Annual Subscriptions: CSR must choose whether to enable automatic renewal or not. Automatic renewal of Annual Subscriptions is disabled by default in the Platform.
- E. New Products: Any new main Service added to an End User during the term of the Subscription Term will have a unique contract number and the start/end dates of the other Products, if ordered on a different day.
 - i. "Add-On" products will also be considered stand-alone and will have a unique contract number and the start/end dates of the other Products, if they were ordered on a different day.

6. **Documentation.** "Documentation" means all documents, policies, procedures, programs, requirements, criteria and/or information relating to the sale and use of the Services, including, but not limited to the Authorized Use Rights and SLAs, which may be updated or modified from time to time and the End User License Agreement ("EULA") which may be updated or modified from time to time. These policies can currently be accessed at: <https://www.microsoft.com/en-us/licensing/default?rtc=1>

CSR shall accept and comply with the terms of the Documentation and when reselling Services, shall obtain in writing its End User Agreement with all terms and conditions included in the most recent version of the Microsoft Customer Agreement: <https://www.microsoft.com/licensing/docs/customeragreement>. CSR shall also (i) attest in writing to End User's acceptance of the Microsoft Customer Agreement or (ii) cause End User to sign it electronically for Microsoft's records. CSR will also use commercially reasonable efforts to ensure that End User adheres to the terms of the Microsoft Customer Agreement.

CSR will be responsible for signing and adhering to the Microsoft Partner Agreement, which can be found at: <https://www.microsoft.com/en-us/licensing/news/introducing-microsoft-partner-agreement> .

7. **Breach of documentation.** In the event of a material breach of the Documentation by any End User, CSR shall (i) promptly notify Distributor of any breach of such terms by an End User of which it becomes aware and (ii) End User or, at Microsoft's request, assign to Microsoft any claim arising from the End User's breach of the Documentation. If the material breach remains unremedied for a period of twenty-five (25) days after written notice of such breach, Distributor shall have the right to require CSR to terminate the respective End User Agreement for cause in the event End User breaches and such breach has given rise to Microsoft's right to terminate the End User Agreement.

8. **Confidentiality; End User Data.**

- A. **Confidentiality and Security.** CSR will: (i) comply with all applicable legal requirements regarding confidentiality and data protection; and (ii) provide sufficient notice to, and obtain the consent and authorization of, End Users and any other parties providing personal data to CSR, Distributor and Microsoft to permit the processing of the data by CSR, Distributor, Microsoft and their respective Affiliates, Subsidiaries and service providers as provided for in this Agreement.

More information about Microsoft's Privacy policies can be found at: <https://www.microsoft.com/es-ww/trust-center>.

CSR and End Users are responsible for compliance with Microsoft's security requirements, which include, but are not limited to, securing their confidential and proprietary information and maintaining a procedure external to the Supported Services to reconstruct End User's lost or altered files, data or programs. More information can be found at: <https://docs.microsoft.com/en-us/partner-center/partner-security-requirements>.

- B. **End User Data.** Distributor operates as a data processor with no control over the type, substance or format of "End User Data". "End User Data" means End User information stored and/or processed through the Services (whether sent to, from or by CSR). CSR, as data controller, is responsible (i) for ensuring that the processing and disclosure of such information to the Distributor complies with applicable laws; (ii) for informing End Users that their information will be processed by the Distributor in the Territory or in other countries that may have less protective data protection laws than the region in which they are located (including the European Economic Area); (iii) inform the End User of how their information will be used and ensure that the End User has all necessary consents to such transfer and use; and (iv) inform the relevant End User that communications transmitted through the systems covered by the Services may be intercepted or monitored for the purposes of the Services.

Unless otherwise agreed by CSR and End User, CSR will use End User Data solely to provide End User with the Products specified in this Agreement and the Program Guide and to assist End User in the proper administration of the Products. In addition, CSR will only access and disclose to administrative and judicial authorities, the End User's legal data, including the content of communications (or to provide authorities or other governmental entities with the End User's data). If CSR receives a request for End User Data directly from an authority empowered by law or as redirected to CSR by Microsoft, then CSR will redirect the authority in question to request the data directly from the End User. If compelled to disclose End User Data to law enforcement authorities, CSR will promptly notify End User and provide a copy of the demand, unless legally prohibited from doing so. CSR shall require in its agreements with End User that, to the extent required by law, End User shall notify individual users of the Products that their data may be processed for the purpose of disclosure to law enforcement or other governmental authorities as directed by CSR, and shall obtain the consent of the users thereto.

9. **Compliance with Laws and Microsoft's Anti-Corruption Policy.** CSR will comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money laundering, including the Foreign Corrupt Practices Act ("Anti-Corruption Laws"). CSR certifies that it has reviewed and will comply with the Microsoft Anti-Corruption Policy available at: <http://www.microsoft.com/en-us/legal/compliance/anticorruption/default.aspx> y <https://www.microsoft.com/en-us/legal/compliance/anticorruption/reppolicy.aspx>.

10. **Use of trademarks.** The Agreement does not grant either party any right, title, interest or license in any of the other party's Trademarks. Regarding Microsoft Trademarks CSR shall refer to and comply with the guidelines for Referential Use of Microsoft Trademarks located at: <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks>.