

Additional Terms and Conditions for Microsoft's CSP Subscriptions

The following additional terms and conditions apply to Your purchase of Microsoft's ("Vendor") cloud service and software subscriptions available under Microsoft's CSP Program, excluding Microsoft Azure ("Services") and to the use of such Services by You and Your customers. These terms and conditions are in addition to other terms you agree to through the Ingram Micro Cloud Marketplace (the "Site"), including but not limited to the Ingram Micro General Terms of Service, acceptable use policy, and other terms.

1. Term and Termination

Services start once provisioned through the marketplace. You may cancel the Services through the marketplace so long as no Service commitments are active hereunder (i.e. You or one or more of Your customers are employing any active Services). You may only terminate the Service if there are no existing term commitments for Services. If You or Your customer terminates its use of a Service prior to the expiration of the term commitment for the selected service, You will remain responsible to Ingram Micro for all remaining and accrued charges for such Service pursuant to the selected term commitment.

Services are available for minimum commitment of one year. Services will auto renew for an additional one year, unless You cancel the Services prior to the expiration of the term commitment for the selected Service.

2. Fees and Taxes

You agree to pay the fees and charges for the Services as outlined in the registration process and that appear on the Site, as may be amended from time to time. If You or Your customer exceeds the usage limits applicable to the Service subscription, You agree to pay for the fees and charges for such over usage. For any extension of a subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Ingram Micro. Ingram Micro, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Ingram Micro will notify You of any such changes by updating the Site or sending notice by e-mail or regular mail.

3. Terms of Sale and Terms of Use

All purchases are subject to the sales terms set forth in the Ingram Micro General Terms of Service, as well as service setup information set forth in the Site, including but not limited to pricing (where applicable). For the avoidance of doubt, notwithstanding the presence or acceptance by Ingram Micro of Your order, such shall be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in the Ingram Micro General Terms of Service unless otherwise agreed to in writing by Ingram Micro and You.

The Services are provided by Vendor.

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All terms of use and/or service ("Terms of Use") are established by Vendor. The Terms of Use include, without limitation, the Microsoft Cloud Agreement, which is available here: <https://msdn.microsoft.com/en-us/partner-center/agreements>. The Microsoft Cloud Agreement shall apply, as applicable, to Your resale activity and to You and Your customers' use of the Services.

You covenant, represent and warrant that You will present the Microsoft Cloud Agreement to each of Your customers and obtain their enforceable agreement to the Microsoft Cloud Agreement before permitting them to access or use the Service. You covenant, represent and warrant that no subscription for the Services shall be activated for or used by Your customers before the customer agrees to the Terms of Use. You will track and record acceptance by Your customers of the Terms of Use and will provide such information to Ingram Micro upon request.

Ingram Micro may modify these terms and conditions at any time. You and Your customers must regularly monitor the Site for any such modifications. The modified terms and conditions will be effective immediately after it is posted on the Site. Your purchase and resale of the Services and You and Your customers' use of the Services after any such modification will be deemed acceptance of such modification.

4. Microsoft Government Subscriptions

The terms and conditions in this section apply only to subscriptions purchased via the Site under Microsoft government licensing (the "Microsoft Government Subscriptions").

BY ORDERING, RESELLING, OR USING ANY OF THE MICROSOFT GOVERNMENT SUBSCRIPTIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND INTEND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

If You do not accept this Agreement, You are not permitted to use the Microsoft Government Subscriptions.

You acknowledge and understand that:

(a) the Microsoft Government Subscriptions are only available for use by customers that meet the respective eligibility requirements for a qualifying government entity, as published by Microsoft at <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=6>; and

(b) the Microsoft Government Subscriptions are provisioned through Microsoft's public cloud and are not suitable for users that must have services provisioned in private cloud environments (collectively, the "Eligibility Requirements").

You represent and warrant that if You use the Microsoft Government Subscriptions, You meet the Eligibility Requirements. You further represent and warrant that if You resell or otherwise make available the Microsoft Government Subscriptions to any third parties including, without limitation, Your customers, (collectively, "Customers"), such Customers also meet the Eligibility Requirements.

You acknowledge that You and Your Customers may receive certain benefits, such as discounted pricing, if You and Your Customers use the Microsoft Government Subscriptions. Ingram Micro reserves the right to verify Your and Your Customers' compliance with the Eligibility Requirements and, if such Eligibility Requirements are not met as determined in Our sole discretion, in addition to any other remedies available under law or contract: (a) suspend the Microsoft Government Subscriptions; and (b) recover any discount You and Your Customers' received but were not entitled to.

You further acknowledge that Ingram Micro has entered into this Agreement in material reliance on the following representations: You agree and certify that You have not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the family of any such official, or any other person or firm while knowing or having reason to know that all or a portion of such money or thing of value may be offered, given or promised, directly or indirectly, to any government official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, You or Ingram Micro in obtaining or retaining business, or securing an improper advantage.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INGRAM MICRO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS AND ADVISORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, DAMAGE, LOSSES, JUDGMENTS, SUIT, ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COSTS OF INVESTIGATION) ARISING OUT OF OR RELATING TO YOUR BREACH OF THIS AGREEMENT.

Ingram Micro may at any time modify the terms and conditions of this Agreement. Any such modification shall be effective immediately after it is posted on the Site. Use of the Microsoft Government Subscriptions after any such modification will be deemed acceptance of such modification. If any modification is unacceptable, You may terminate this Agreement, subject to the terms and conditions contained herein. The Agreement may not otherwise be amended except in a writing signed by You and by a representative of Ingram Micro.

5. Microsoft Academic Subscriptions

To order and resell Microsoft academic-priced products:



You must be a member of the Authorized Education Provider program. For more information about the program, see <https://www.mepn.com/MEPN/FAQ.aspx>.

You must provide Ingram Micro with your AEP authorization number and you must receive our authorization to transact academic-priced products. If you haven't received authorization, your orders for academic-priced offers will fail. For more information, contact us at IMCloudServiceDesk@cloud.im.

You must confirm that your customer qualifies for educational pricing, as per the eligibility requirements

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