

STRIDON CLOUD SOLUTION PROVIDER (CSP) TERMS

1. SERVICES

- 1.1 These CSP terms (**Terms**) set out the basis on which Stridon Limited, CRN 06462595 with its registered office at The Frames, Unit 1.04, 1 Phipp Street, London, EC2A 4PS (**Stridon, we**), shall supply to the Customer the services set out in the Order Form (**Services**).
- 1.2 We will provide the applicable Microsoft Product and Services Subscription(s) to the Customer on the terms of these Terms and the standard licence terms provided by Microsoft. It is a condition of these Terms, and by placing an order for Services you confirm that you have accepted and agreed to, the Microsoft Customer Agreement (see <https://www.microsoft.com/licensing/docs/customeragreement>).
- 1.3 By submitting an order through an Order Form you agree that you agree to these Terms and, in particular, you will pay us for all orders you submit.
- 1.4 You agree that you:
 - 1.4.1 shall, where requested by us, assign Stridon to the applicable Microsoft cloud subscription as the Claiming Partner of Record (CPOR) and/or Digital Partner of Record (DPOR) and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and Admin on Behalf of (AOBO) for a minimum of twelve (12) months;
 - 1.4.2 shall accept all relationship and administration permission links which are required to provision products and service;
 - 1.4.3 will be the primary administrator for the Customer's Azure account(s) and all other Customer accounts for Microsoft product and services. You will not identify Stridon as the primary administrator on any Customer account for Microsoft products and services (or any other products or services);
 - 1.4.4 will be responsible for giving us any necessary information relating to the Services within a reasonable time to enable us to supply the Services in accordance with these Terms;
 - 1.4.5 will not arbitrarily change settings or configuration sets in any licensed software or any software provided to you pursuant to these Terms;
 - 1.4.6 confirm when required that each of your end users are the primary user of a device using a Qualifying Operating System or other required operating system, as defined in the Product terms (available at <https://www.microsoft.com/licensing/terms/productoffering/WindowsDesktopOperatingSystem/MCA>).
- 1.5 In relation to any third party products and services, other than Microsoft Services, specified in an Order Form that are to be resold to the Customer via the Microsoft Azure Marketplace or otherwise, the applicable third party terms shall govern the Customer's use of the relevant third party services and the Customer agrees to be bound by them.

2. SERVICES & SUPPORT

- 2.1 We provide Customers who purchase Microsoft cloud subscriptions from Stridon via the Microsoft Cloud Solution Provider program with a base level of reactive support services to assist Customers with issues that may stem from consuming Microsoft's cloud products and services. This base level of support is inclusive of:
 - 2.1.1 assisting the Customer in troubleshooting issues, including escalation to Microsoft as and when required;
 - 2.1.2 licensing queries and issues, for those products or services purchased via Stridon; and
 - 2.1.3 cost management and billing support, including cost optimisation recommendations.
- 2.2 Under Stridon's base level support service we will use our reasonable endeavours to respond to Customer requests within 24 hours.

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2.3 Service level agreements (SLAs) for Subscriptions (where applicable) are the responsibility of Microsoft, not Stridon. SLAs for Microsoft Online Services are located at <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>.

2.4 Any additional support for Services required by the Customer can be purchased separately, subject to agreement by Stridon and on separate written terms (which may include Stridon's own Service Level Agreement).

3. SUBSCRIPTION TERMS

3.1 **Fixed period subscriptions.** Once a Subscription has started it will continue for the applicable fixed period set out in the Order Form.

3.2 **Changes to Subscriptions.** Once a Subscription has started the only changes that can be made are to increase to the number of minimum users provisioned (**Minimum Users**) or to upgrade the applicable plan. If you wish to increase Minimum Users you can send us a written request to do so or, alternatively, you can make the change yourself via the Portal. For clarity, you cannot decrease below the then-current Minimum User level during the Subscription term (since Microsoft only permits a reduction in Minimum Users to be made at the time of renewal of the applicable Subscription).

3.3 **Cancellation.** You have seven (7) days from the start of a Subscription (and each renewal) to cancel it, in which case a pro-rated charge may apply. If you want us to cancel the Subscription within the 7-day period you must tell us as soon as possible and we will endeavour to cancel within the required timeframe and request a pro-rated refund. The refund is at Microsoft's discretion. If we receive a pro-rated refund from Microsoft or via the Distributor we will pass this on to you (less any Microsoft or Distributor handling fee) within a reasonable time. We are not liable to you if Microsoft or the Distributor do not issue a credit.

3.4 **Auto-renewal.** Subscriptions for NCE Subscriptions and trials are set by Microsoft to automatically renew at the end of the applicable Subscription term. If you do not want a Subscription to auto-renew you can opt out of the automatic renewal system by updating the applicable Subscription on the Portal or by notifying us in writing (at least 90 days before the end of the applicable renewal period) and requesting that we action the opt-out.

3.5 **Non-automatic renewal.** Certain Subscriptions or Product licences may not automatically renew at the end of a term, and we will use our reasonable endeavours to inform you where you have purchased Subscriptions or Product licences that require manual repurchase at the end of the applicable term. However, we are not responsible for, and have no liability in respect of, you being unlicensed as a result of any non-automatic renewal of Subscriptions or Product licences.

4. FEES & PAYMENT

Fixed Term Subscriptions

4.1 Products sold under fixed term Subscriptions are sold for a term as specified in the Order Form, which shall specify if such Subscriptions are to be billed on a monthly or annual basis. The Customer shall pay the fees for all fixed term subscriptions in accordance with these Terms and as more expressly set out in the Order Form.

4.2 If any subsequent adjustments to annual Subscriptions (e.g. adding users) are made mid-billing cycle these shall be invoiced and paid at the time of placing the additional order. As a result, the number of seats or subscriptions may exceed the number contained in the Order Form in line with additions requested or made by you.

Consumption Subscriptions

4.3 Consumption Subscriptions (including Azure):

4.3.1 can only be cancelled in accordance with these Terms (unless expressly agreed otherwise in the applicable Order Form) and any usage before a transfer to another provider is in effect will be billed in the next scheduled invoice;

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4.3.2 will be billed at the next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle, except where the prices increase. The unit price of the Online Service sold on a consumption basis may change during the subscription period;

4.3.3 and the associated fees and usage can be viewed by you via the Portal.

4.4 The Customer shall pay for all usage fees and charges for Consumption Subscriptions, and the Customer is responsible for monitoring its consumption needs.

Microsoft Azure Services

4.5 Pricing for Azure services is delivered as a discount to Stridon from Microsoft to reflect Stridon maintaining admin rights over your tenant for Microsoft Azure (which is a Microsoft requirement). As a result, if you choose to remove Stridon's admin rights using the dedicated function in the applicable Azure management portal, you will be billed 10% above MSRP.

4.6 For clarity, hybrid or on-premise infrastructure support is out of scope of the Services (and are subject to separate terms and additional fees).

Fee variations

4.7 All fees set out in these Terms are subject to change by Microsoft and/or the Distributor, and are subject to the provisions of this clause 4. Any change shall be reflected in the fees set out in the corresponding invoice issue to you.

4.8 In relation to Subscription Services, the fees may increase at any time (subject to prior written notice to the Customer) in line with any increases imposed on Stridon by Microsoft or the Distributor.

General

4.9 All sums payable to Stridon under these Terms: (i) are exclusive of VAT and all other applicable taxes, and you shall in addition pay an amount equal to any VAT and other taxes chargeable on those sums; and (ii) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.10 Without prejudice to any other right or remedy that Stridon may have, if you fail to pay Stridon any sum due under these Terms on the due date you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0.

5. LIMITATION OF LIABILITY

5.1 Stridon's total aggregate liability to the Customer, however caused, whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its obligations in these Terms is limited to direct damages finally awarded in an amount not to exceed one hundred percent (100%) of the price paid for the applicable Services during the six (6) month period prior to the date on which the claim arose.

5.2 In no event will Stridon be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

5.3 For the avoidance of doubt, and notwithstanding any other provision of these Terms:

5.3.1 the terms of the Microsoft Customer Agreement govern the rights and responsibilities of the Customer and Microsoft in relation to the use of the Subscription Services and Online Services (including any delays to, or defects in, Products, or infringement claims), and Stridon excludes any and all liability in relation to the use of the Products.

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5.3.2 the Customer indemnifies Stridon from and against any claims, including claims for licence fees, that directly or indirectly arise from the Customer's use of Subscription Services or reporting under these Terms.

5.4 **Free Products and distributable code.** For Products provided free of charge and code that the Customer is authorized to redistribute to third parties without separate payment to Stridon, Stridon's liability is limited to direct damages finally awarded up to £3,000.

5.5 The Customer acknowledges that Microsoft and/or Distributor may disable a Subscription including for legal and regulatory reasons, and in these circumstances Stridon is not liable to the Customer as a result of the disablement of the Customer's Subscription.

6. TERM & TERMINATION

6.1 The provision of the Services shall start on the date set out in the Order Form and shall continue until terminated by either party on the provisions of these Terms.

6.2 **Termination without cause.** Either party may terminate these Terms without cause on ninety (90) days' notice. If you terminate without cause pursuant to this clause all licences granted on a Subscription basis will continue for the duration of the Subscription period, subject to these Terms and the applicable provisions of these Terms, including payment obligations, continue until the expiry of the licence(s).

6.3 **Termination for cause.** Without limiting any other remedies it may have, either party may terminate these Terms on 30 days' written notice for material breach if the other party fails to cure the breach within the 30-day notice period.

6.4 Stridon may terminate the Subscription Services immediately on giving written notice to the Customer:

6.4.1 if payment of any amount due from the Customer under these Terms is overdue by thirty (30) days or more, provided that Stridon has given the Customer ten (10) days' written notice of such failure; and/or

6.4.2 the Customer ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction; and/or

6.4.3 on termination by Microsoft and/or the Distributor of the licence(s); and/or

6.4.4 in accordance with the Microsoft Customer Agreement.

6.5 **Termination for regulatory reasons.** Stridon may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Stridon to continue offering the Product without modification; or (3) causes Stridon to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Stridon terminates a Subscription for regulatory reasons, the Customer may receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

6.6 On termination of these Terms for any reason:

6.6.1 the Customer shall pay all outstanding sums owing to Stridon up to and including the date of termination. Stridon shall submit invoices for any Microsoft Services or third party services which the Customer has received pursuant to these Terms, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt;

6.6.2 all licenses granted herein will terminate immediately except for full-paid, perpetual licences;

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6.6.3 for metered Products billed periodically based on usage, the Customer must immediately pay for unpaid usage as of the termination date; and

6.6.4 if Microsoft is in breach and the Customer is entitled to a credit for any Subscription Service fees, on receipt of such fees by Stridon, Stridon will pass on any such credit for any Subscription Services fees, including amounts paid in advance for unused consumption for any usage period after the termination date. Stridon is not liable to the Customer if Microsoft or the Distributor do not issue a credit.

6.7 **Suspension.** Stridon may suspend use of an Online Service without terminating these Terms during any period of material breach, including any period where payment by the Customer is more than 10 days overdue. Stridon will give the Customer notice before suspending an Online Service where reasonable.

7. SOFTWARE LICENCE & DOCUMENTATION

7.1 The licence rights and restrictions granted in the Microsoft Customer Agreement or any other terms and conditions of a relevant third-party service are passed through to the Customer and the Customer shall indemnify Stridon against any loss of damage which it may suffer or incur as a result of your breach of such terms, howsoever arising.

7.2 If you breach the Microsoft Customer Agreement or other relevant third-party service terms and conditions, we may treat that breach as a material breach of these Terms.

7.3 The Customer agrees and acknowledges that the terms of the applicable licence agreements and the terms of the Microsoft Customer Agreement form part of these Terms.

8. WARRANTIES

8.1 Each party warrants that:

8.1.1 it has full capacity and authority, and all necessary licences, permits and consents, to enter into and perform these Terms, and that those signing these Terms are duly authorised to bind the party for whom they sign.

8.1.2 it is in compliance with, and will perform or use the Services in compliance with, all applicable law and regulations.

8.2 The warranties set out in clause 8.1 are in place of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to these Terms. Without limitation, any and all implied or express representation that the Services will operate uninterrupted or error-free are excluded.

8.3 Any unauthorised modifications, use or improper use of the Services by or on behalf of the Customer shall render all Stridon's warranties and obligations under these Terms null and void.

8.4 The Customer acknowledges that the only warranties in relation to the Microsoft Services or their supply are those contained in the applicable Microsoft licence from Microsoft, and that to the extent that any of such warranties are given to Stridon, it will pass on the benefit of such warranties to the Customer.

9. DATA PROTECTION

9.1 For the purposes of this clause 9, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.

9.2 Stridon and the Customer will comply with all applicable requirements of Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

9.3 For the purposes of Applicable Data Protection Laws, and to the extent (if any) that you provide personal data to Stridon for processing pursuant to the Services provided under these Terms, Stridon shall process such personal data as processor on your behalf.

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- 9.4 You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Stridon and lawful collection by Stridon for the duration and purposes of these Terms.
- 9.5 You provide your prior, general authorisation for Stridon:
- 9.5.1 to appoint processors to process your personal data, provided that Stridon shall appoint such processors in compliance with Applicable Data Protection Laws. Stridon shall endeavour to ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Stridon in this clause 9.
- 9.5.2 to transfer Customer personal data outside of the UK and the EEA (where applicable) as required for the purpose of providing services to your pursuant to these Terms, provided that Stridon shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws).
- 9.6 For the purposes of this clause, **Applicable Data Protection Laws** means: (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and/or (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of personal data.

10. CONFIDENTIALITY

- 10.1 The Customer consents to Stridon announcing that it is providing or has provided the Services to the Customer and using the Customer's name in publicity. However, Stridon shall not publish any details of any proposed or actual transaction (other than those which are publicly available) without prior consent, such consent not to be unreasonably withheld or delayed.
- 10.2 Each party shall during, and for a period of two (2) years after the termination of, the provision of the Services, keep confidential and not disclose to any other person any information of a confidential nature in respect of the other party's business activities which comes into its possession as a consequence of Stridon providing the Services, and which is not publicly available.
- 10.3 A party shall not breach this clause by disclosing information, to the extent reasonably necessary: (i) where required to do so by applicable law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated (whether or not the requirement for information has the force of applicable law); or (ii) to the professional advisers, insurers, auditors and bankers of such party.
- 10.4 Stridon shall not breach this clause by disclosing information to members of its group.

11. NON-SOLICITATION

- 11.1 You shall not, without our prior written consent, during the term of these Terms and for six (6) months following termination, solicit or entice away from or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Stridon in connection with the provision of the Services or any related services. This shall not prohibit the Customer from offering employment to an employee or contractor who has responded to an advertising campaign open to all comers and not specifically targeted at any of Stridon's employees or contractors.
- 11.2 If the Customer breaches clause 11.1, Stridon shall be entitled to be paid compensation of six (6) months' salary or fees of the employee or contractor concerned. Stridon and the Customer agree that this is a genuine pre-estimate of loss taking into account the cost of recruitment and training of staff and is agreed on a commercial basis between the parties.

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12. GENERAL

- 12.1 We shall not be in breach of these Terms nor liable for any delay in performing, or failure to perform, any of our obligations in these Terms if such delay or failure results from circumstances or causes beyond its reasonable control. In such circumstances we are entitled to a reasonable extension of time for performing our obligations.
- 12.2 Any notice given by the Customer or Stridon to the other party under or in connection with these Terms shall be in writing and delivered by first class post or other next business day delivery services at its registered office or sent by email to, in the case of Stridon, matthew@stridon.co.uk and in the case of the Customer, to the email address set out in the Order Form or the then-current Customer contact person.
- 12.3 Any notice is deemed to have been received at 9am on the second day after posting, if sent by first class post, and if sent by email, at the time of transmission, or, if this time falls outside business hours (9am-5pm, Monday to Friday excluding public holidays) in the place of receipt, when business hours resume.
- 12.4 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent of the other party.
- 12.5 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this sub-clause shall not affect the validity and enforceability of the rest of these Terms.
- 12.6 No variation of these Terms shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 12.7 These Terms constitute the entire agreement between the parties, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.8 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.9 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.10 A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 12.11 Unless expressly stated otherwise in these Terms, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 12.12 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms.

13. DEFINITIONS & INTERPRETATION

- 13.1 The definitions and rules of interpretation in this clause apply to these Terms.

Azure Marketplace: an online store that offers applications and services either built on, or designed to integrate with, Microsoft's Azure public cloud. The products and services sold via Microsoft Azure Marketplace are either Microsoft or its third party partners' products and services.

Customer: the customer identified in the applicable Order Form.

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Order Form: the order form which sets out the products and services to be supplied to you pursuant to these Terms, and which is an integral part of the agreement between you and us.

NCE: Microsoft's New Commerce Experience.

Portal: the portal provided by the Distributor to facilitate the administration of Products and Subscriptions.

Subscription: the purchase of a Microsoft subscription service, being the right to use Microsoft business computing product(s) (**Products**) for a defined term.

Distributor: the third party who sells the Microsoft products and services to Stridon.

VAT: value added tax chargeable and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Items not defined in these Terms are as defined in the Microsoft Customer Agreement.

- 13.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 13.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 13.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 13.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of these Terms under that statute or statutory provision.
- 13.6 Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, these Terms.
- 13.7 Clause and schedule headings do not affect the interpretation of these Terms.
- 13.8 Writing or written includes e-mail but not faxes nor any other form of electronic communication, except where expressly provided to the contrary.
- 13.9 The Order Form, together with any documents referred to in it, form an integral part of these Terms and any reference to these Terms means these Terms together with the Order Form and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.