aztech

Terms & Conditions

Microsoft Seat-Based Services & Azure Statement of Supply

Public

STATEMENT OF SUPPLY – CLOUD SUPPLY

(MICROSOFT SEAT-BASED SERVICES AND AZURE)

This Statement of Supply is subject to the Supplier's Master Terms and Conditions.

BACKGROUND

A.   The Supplier is an authorised reseller of certain Microsoft seat-based cloud services and Azure.

B.   The Supplier and the Customer agree that the Supplier will provision, administer and provide support (as applicable) for the Customer's Microsoft seat-based cloud services and/or Azure in accordance with this Statement of Supply.

C.   This Statement of Supply is open for acceptance by the Customer for [21] days from the date of issue of the Statement of Supply. This Statement of Supply must be signed by the Customer and returned to the Supplier in order to be accepted by the Customer.

D.   Capitalised words that are not defined in clause 25 of this Statement of Supply have the meaning given to them in the Master Terms and Conditions.

1   **Supplier: Contact details**

Supplier:	Aztech IT Solutions
Address:	Libra House. Sunrise Parkway Linford Wood Business Park Milton Keynes MK 14 6PH
Telephone:	01908 571510

2   **Customer: Contact details: As stated in the service order form or approved quote**

3   Seat-based services - subscriptions and ordering

3.1 Existing subscriptions	As at the date that this Statement of Supply is signed by both parties, the Supplier is the Primary Administrator for some but not all of the Customer's existing Microsoft seat-based subscriptions. A list of the Customer's existing seat-based subscriptions for which the Supplier is the Primary Administrator is available on request from the Supplier. In respect of Existing Subscriptions, this Statement of Supply supersedes the prior contract (if any and whether in writing or not) between the Supplier and the Customer in respect of Existing Subscriptions, provided that any prior contract otherwise continues in full force and effect unless and until varied or replaced by agreement between the Supplier and the Customer.
3.2 Transferring Subscriptions from another Microsoft partner	The Transferring Subscriptions (seat-based) will be transferred to the Supplier, so that the Supplier is the Primary Administrator for those Subscriptions, at the timing specified below: (a) promptly following the date that this Statement of Supply is signed by both parties, except where (b) below applies; (b) on expiry of the current term of those Subscriptions, if Microsoft policies prevent the transfer prior to this time.

3.3 New Orders: Additional Subscriptions and seat-counts	The Customer authorises the Supplier to purchase Seat-Based Subscriptions for the Customer, or to increase the Seat-Count of Existing Seat-Based Subscriptions, by the Supplier placing an Order with Microsoft. All Order Requests and Orders are made subject to this Statement of Supply.
	
	The Supplier will place Orders for the Customer on receipt by the Supplier of an Order Request. An Order Request is made by the Customer when:
	
	(a) the order is issued in writing by the Customer and:
	
	    - specifies the Seat-Based Subscription type,
	
	    - specifies the Seat-Count required,

	- specifies the term, or mix of terms (if applicable) required for the subscriptions from the available term options (which may include monthly, annual or 36 months, or a mix of these term options, depending on when the Order is made and the subscription type required), - includes any other information reasonably required by the Supplier; or (b) the Customer accepts a quote or proposal issued by the Supplier for supply of Microsoft seat-based cloud services, with the Customer providing its acceptance in writing or otherwise as required by the Supplier and provided that the quote or proposal is accepted by the Customer within the time frame specified by the Supplier (if any).
3.4 Cancellation within Cancellation Window following Order or Renewal Commencement	*When Microsoft cancellation policy applies* For Orders and Renewals for which Microsoft policies permit cancellation within seven days following an Order being made or Renewal Commencement (as applicable): (a) the Customer may request the Supplier to cancel the Order in respect of seat-based subscriptions, or part of the Order, or Renewal, or part of the Renewal (as applicable) by giving written notification to the Supplier within five days of the Order being placed by the Supplier with Microsoft or the Renewal Commencement (as applicable), provided that the Customer's written notification must be received by the Supplier during Working Hours. The Customer acknowledges that this five day timeframe is required due to the seven day timeframe permitted by Microsoft and the processes to be followed by the Supplier for the Order or Renewal Commencement (as applicable) to be cancelled within that seven day timeframe. (b) If a cancellation request is made by the Customer in accordance with (a) above, the Supplier will use its best endeavours to process the cancellation so that the cancellation occurs within the seven day time frame permitted by Microsoft. (c) Where Microsoft receives the cancellation within Microsoft's seven day cancellation window, the Customer will receive a pro-rata credit for the remainder of the term of the relevant Subscriptions and Seat-Count, based on Microsoft's policies (with the Customer being required to pay for the Subscriptions and applicable Seat-Count for the

	period from Order or Renewal (as applicable) up until the cancellation).
	When Microsoft cancellation policy does not apply
	For some Orders and Renewals, the Microsoft seven day cancellation policy does not apply. If you request a cancellation in respect of an Order or Renewal and the Microsoft cancellation policy does not apply to that Order or Renewal, the Supplier will not be able to process the cancellation and will notify you accordingly.
	The Supplier will, on request from the Customer, provide further details about when the cancellation policy applies and when it does not.

4   **Seat-based services - term of subscriptions**

4.1 Subscription term and seat-count commitment	The Customer acknowledges and agrees that:
	(a) the Supplier will place Orders for Seat-Based Subscriptions:
	i. for the term, or mix of terms (where applicable); and ii. for the Seat-Count,
	requested by the Customer in the Order Request; and
	(b) except where cancellation is available and an Order, or part of an Order, is cancelled in accordance with clause 3.4 above:
	i. the term(s) of the Subscription in each case cannot be reduced; and ii. the Subscriptions cannot be suspended by the Customer without ongoing payment for the full term of the Subscriptions in accordance with this Statement of Supply, and cannot be cancelled, during the applicable term; and iii. the seat-count can be increased but cannot be decreased during the term of a subscription.

5 Seat-based services - renewals

5.1 Auto-renewal of subscriptions	(a) Except as described in clause 5.1(b) and in 5.2 below and except for any applicable price increase or other changes implemented by Microsoft and subject to clause 5.3, on expiry of the term of a Seat-Based Subscription, the Subscription will auto-renew with the same Seat Count and for the same term and otherwise on the same basis. (b) The Customer may notify the Supplier prior to the renewal date if it no longer requires a Seat-Based Subscription, or if it wishes to change to an alternative Subscription or increase or decrease the Seat-Count for a Subscription. Any such notification must be in writing, or otherwise issued to the Supplier in the format requested by the Supplier, and be received by the Supplier within 60 days prior to the renewal date or by the date specified by the Supplier in any written notification to the Customer.

5.2 Scheduled Subscription changes on renewal	When scheduling of Seat-Based Subscription changes is available (as notified by the Supplier), the Supplier will schedule the Subscription changes requested by the Customer (to be requested as described below), and the changes will take effect for the renewal term or terms (as applicable) of the Subscription and, subject to clause 5.1 above and this clause 5.2, for any subsequent renewal term (or terms as applicable).
	
	When scheduling of Seat-Based Subscription changes is available (as notified by the Supplier), the Customer may notify the Supplier in writing or in the manner otherwise required by the Supplier, for the upcoming renewal term or mix of terms (as applicable) as to any required changes to:
	
	    (a) the existing Seat-Count for a Subscription;
	
	    (b) the Subscription type;
	
	    (c) the term or mix of terms (if applicable),
	
	or any other available changes (as applicable).
	
	In the absence of changes being scheduled as described in this clause 5.2, the auto-renewal process in clause 5.1 applies.

5.3 Cancellation of Renewal within Cancellation Window	A Renewal or part of the Renewal (as applicable) will not continue for the full duration of the relevant term where immediate cancellation is available under clause 3.4 above and a Renewal, or part of a Renewal (as applicable), is cancelled in accordance with clause 3.4 above.

6   Azure services – subscriptions and ordering

6.1 Existing subscriptions	As at the date that this Statement of Supply is signed by both parties, the Supplier is the Primary Administrator for some but not all the Customer's existing Microsoft Azure subscriptions. A list of the Customer's existing Azure subscriptions for which the Supplier is the Primary Administrator is available on request from the Supplier.
6.2 Transferring Subscriptions from another Microsoft partner	The Transferring Subscriptions (Azure) will be transferred to the Supplier, so that the Supplier is the Primary Administrator for those subscriptions, at the timing specified below: (a) promptly following the date that this Statement of Supply is signed by both parties, except where (b) below applies; (b) on expiry of the current term of those subscriptions, if Microsoft policies prevent the transfer prior to this time.

6.3 New Orders: Azure Subscriptions & consumption	The Customer authorises the Supplier to purchase Azure subscriptions for the Customer, on a consumption or user basis depending on the specific Azure service required, by the Supplier placing an Order with Microsoft. All Order Requests and Orders are made subject to this Statement of Supply.
	
	The Suppler will place Orders for the Customer on receipt by the Supplier of an Order Request. An Order Request is made by the Customer when:
	
	(c) the order is issued in writing by the Customer and:
	
	    - specifies the Azure service, and
	
	    - includes any other information reasonably required by the Supplier; or
	
	(d) the Customer accepts a quote or proposal issued by the Supplier for supply of Azure services, with the Customer providing its acceptance in writing or otherwise as required by the Supplier and provided that the quote or proposal is accepted by the Customer within the time frame specified by the Supplier (if any).
	
	The Customer may consume the resources within each consumption-based subscription as it requires, and the

	Customer acknowledges that all activity is recorded in the Customer Account. Customer is responsible for: - all subscriptions to Azure services, - all consumption of Azure services, recorded on the Customer Account, including where the Customer has authorised the Supplier or any third party to act on its behalf in relation to subscriptions and/or consumption.

7   Term of subscriptions: Microsoft Azure services

7.1 Azure Subscription term: Fixed	Twelve months. Unless stated otherwise in the service order form or signed quote
7.2 Azure Subscription Renewals	Azure Subscription Renewals: automatic, for same period as initial subscription. Ending automatic renewals: Customer to notify Supplier in writing not less than 60 days prior to expiration of the initial subscription term or subscription renewal, as applicable.

8 Basis of supply

8.1 Basis of Supply – Microsoft Customer Agreement	Microsoft Cloud Services are Ordered and provisioned by the Supplier subject to this Statement of Supply and the applicable Microsoft Customer Agreement. The Microsoft Customer Agreement applicable for the Customer is here: https://www.microsoft.com/licensing/docs/customeragreement The Microsoft Customer Agreement is an agreement between Microsoft and the Customer and includes General Terms, Use Rights, Use Rights, SLAs (service level agreements) and any additional terms Microsoft presents when an order is placed (the terms 'General Terms', 'Use Rights' and 'SLA' are defined in the Microsoft Customer Agreement.
8.2 Receipt of Microsoft Customer Agreement	The Customer acknowledges receipt of the current Microsoft Customer Agreement from the Supplier and by authorising the Supplier to place Orders for Microsoft Cloud Services for the Customer, the Customer confirms: - its acceptance of the Microsoft Customer Agreement; - that the Supplier is authorised by the Customer to confirm the Customer's acceptance of the Microsoft Customer Agreement on behalf of the Customer. If required by the Supplier, the Customer will confirm its acceptance of the Microsoft Customer Agreement in writing. The Customer acknowledges that the Supplier is not permitted to revise the Microsoft Customer Agreement in any way.
8.3 Subscription Renewals and Microsoft Customer Agreement	If Microsoft updates the Microsoft Customer Agreement the Customer must accept the new Microsoft Customer Agreement at or before renewal of their Subscription. The updated Microsoft Customer Agreement (if any) will be available at the above link (if a link is provided) or will be made available to the Customer prior to the Subscription renewal. On renewal of a subscription, the Customer is deemed to have accepted the updated Microsoft Customer Agreement.

9   **Pricing and payment**

9.1 Pricing	Pricing will not exceed standard Microsoft list price.
	If a quote or proposal has been issued by the Supplier pricing will be in accordance with the applicable quote or proposal as accepted by the Customer (provided that the quote or proposal was still open for acceptance when accepted by the Customer).
9.2 Payment amounts	Payment amounts will be based on Customer Subscriptions and Seat-Counts (in the case of Seat-Based Subscriptions) and consumption (in the case of Azure services) as recorded on the Customer Account. Pro-rata credits under clause 3.4 apply where applicable.
9.3 Timing of payment	Invoices will be issued monthly unless specified otherwise in the relevant quote or proposal.
	Payments are due 30 days net of the date of invoice

10   **Order of precedence**

| 10.1 Order of precedence | Refer to Master Terms and Conditions |

11   **Microsoft Customer Account**

11.1   For the purposes of this Statement of Supply, the Customer is responsible for all activity in the Customer Account including without limitation all subscriptions (and the associated seat-count) and all consumption of Microsoft Azure services.

11.2   The Supplier has no obligation, under this Statement of Supply, to supervise or in any way monitor the Customer's requests for Subscriptions or the requested Seat-Count (or suitability of the Customer's Subscriptions or requested Seat-Count) or the Customer's consumption of Azure services.

12   **Supplier Administrator Access**

12.1   The Customer acknowledges and agrees that:

(a) once this Statement of Supply is signed by both parties, the Customer will receive a link from the Supplier at which the Customer will confirm the Supplier as being its supplier of the Microsoft Cloud Services (unless this has already occurred);

(b) the Supplier will (following confirmation by the Customer under (a) above, unless this has already occurred):

    i. be the Primary Administrator of the Microsoft Cloud Services for the Customer for the term of this Statement of Supply; and

    ii. have administrative privileges and access to Customer Data and administrator data;

(c) the Customer may at any time request additional administrator privileges from the Supplier;

(d) the Customer can, at its sole discretion and at any time during the term of this Statement of Supply, terminate the Supplier's administrative privileges, provided that any such termination under this clause does not alter the Customer's payment obligations under this Statement of Supply and will impact the support available to the Customer in respect of the Microsoft Cloud Services; and

(e) the Customer appoints the Supplier as its agent for the purposes of interfacing with and providing instructions to Microsoft for the purposes of this Statement of Supply.

13 Subscriptions to Microsoft Cloud Services

13.1 Nothing in this Statement of Supply alters the rights and obligations of the Customer or Microsoft under the Microsoft Customer Agreement between Microsoft and the Customer which is accepted by the Customer (as described in clause 8 above) in respect of all Microsoft Cloud Services.

13.2 The Customer acknowledges and agrees that Microsoft may send direct communications to the Customer related to the terms of the Microsoft Customer Agreement or the operation or delivery of the Microsoft Cloud Services.

14 Support for Microsoft Cloud Services

14.1 The Supplier is the Customer's point of contact for the Customer for all operational and technical support questions related to the Microsoft Cloud Services.

14.2 The Supplier's support policies, support hours, incident response time and service levels are described in a separate agreement between the Supplier and Customer.

14.3 If the Customer considers that it has a claim on the SLA (the 'SLA" being the service level commitments made by Microsoft to the Customer in respect of the Microsoft Cloud Services), the Customer must submit the claim to Microsoft in accordance with the Microsoft Customer Agreement and notify the Supplier in order for any applicable service credit to be channelled back through the Supplier and applied to your account with the Supplier.

14.4   The Customer acknowledges that the Supplier cannot remedy, and has no obligation to seek to remedy, any defect or purported defect in the Microsoft Cloud Services that may be identified by the Customer and that the remedy (if any) that the Customer may have in relation to such defects is contained in and subject to the Customer's applicable Microsoft Customer Agreement.

15   **Adjustments to subscriptions**

15.1   The Customer may add to fixed term subscriptions to Microsoft Cloud Services during the Subscription term, by requesting the Supplier to make an adjustment or by making an adjustment itself. These adjustments will result in increased subscription costs.

16   **Pricing and payment**

16.1   The Customer will pay all invoices issued by the Supplier to the Customer under this Statement of Supply in full, without setoff, counterclaim or deduction of any kind, on or before the due date.

16.2   Without limiting the reasons that the Supplier may decline a disputed invoice claim, a claim by a Customer that a Subscription or that the specified Seat-Count or any part of it added to the Customer Account was not needed and/or not used by the Customer, or that use of Azure services was unintentional or inadvertent, will not relieve the Customer from its obligation to pay for the Subscription or specified Seat-Count or Azure subscriptions/consumption (as applicable) and will not provide a reason for validly disputing an invoice.

16.3   Without the Supplier waiving any other right or remedy it may have (including its rights under the Master Terms and Conditions), if any amount due is not paid by the Customer by the due date, the Supplier may:

(a)   suspend the relevant Microsoft Cloud Services (such that the Customer will not have access to those services) and/or decline to place any additional Orders for the Customer and/or may suspend delivery of services to the Customer under any other agreement between the Supplier and the Customer, until the outstanding amount is paid in full provided that any suspension of Microsoft Cloud Services under this clause 16.3(a) does not in any way suspend or alter the Customer's obligation to pay for the relevant Microsoft Cloud Services for the full term of the relevant subscription(s) for the full Seat-Count recorded in the Customer Account (in the case of Seat-based Subscriptions) and for all Azure consumption. The Supplier will give 10 Working Days' notice in writing of its intention to suspend Microsoft Cloud Services under this clause.

17   **Customer Data**

17.1   Subject to clause 17.2, the Supplier may collect, use, transfer, disclose, and otherwise process the Customer Data as required in its performance of this Statement of Supply.

17.2   The Supplier will only access the Customer Data and disclose the Customer Data to law enforcement or government authorities to the extent required by law. If a request for Customer Data is made by a law enforcement agency or government authority (directly or through Microsoft or the applicable third party vendor), the Supplier will redirect the

request to the Customer or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, the Supplier will notify the Customer of the request as soon as practically possible.

17.3   The Customer will, as and to the extent required by law, notify individual users of the Cloud Services, that their data may be disclosed to law enforcement or other government authorities (if a request is made by law enforcement or other government authorities). It is the Customer's responsibility to obtain consent from individual users to the potential for disclosure under this clause.

17.4   The Customer consents to Microsoft providing the Supplier with Customer Data and information that the Customer provides to Microsoft for the purposes of the Supplier ordering, provisioning and administering the Microsoft Cloud Services.

18   **Personal Data and Data Protection**

18.1   Refer to the 'Personal Data and Data Protection' provisions in the Master Terms & Conditions.

18.2   The Customer acknowledges that Processing of Personal Data by Microsoft is addressed in the Microsoft Customer Agreement.

18.3   The Customer acknowledges that the obligations that Microsoft may have in respect of a Personal Data Breach, where applicable, are addressed in the Microsoft Customer Agreement.

19   **Intellectual property**

19.1   Refer to the Microsoft Customer Agreement.

20   **No warranties**

20.1   To the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability) implied by legislation or otherwise, are excluded by the Supplier.

21   **Warranty position for Cloud Services**

21.1   The Supplier will use reasonable endeavours to assist the Customer to deal with Microsoft on any warranty claims in respect of the Microsoft Cloud Services.

21.2   Subject to clause 14 and clause 21.1, the Supplier has no obligations in respect of defects, support requirements or otherwise for the Microsoft Cloud Services including without limitation that in the event of any defect or failure of the Microsoft Cloud Services the Supplier has no obligation to provide any interim hardware, software, other equipment or remedial service.

22   **Termination of Statement of Supply**

22.1   In addition to the rights of termination under the Master Terms and Conditions, except where the Customer has unexpired subscriptions (whether initial term or renewal term) to

Microsoft Cloud Services, either party may terminate this Statement of Supply on 30 days' written notice to the other party.

23   **Consequences of termination**

23.1   On termination of this Statement of Supply:

(a)   where the Customer has unexpired Subscriptions for Microsoft Cloud Services, the Customer will pay the Supplier for the full fixed term (excluding any renewal term to which the Customer is not yet contractually committed under this Statement of Supply); and

(b)   the Customer will pay for all consumption of Azure services up until the date of termination and, notwithstanding termination of this Statement of Supply, for any subsequent consumption recorded on the Customer Account.

23.2   On termination of this Statement of Supply the Supplier will issue invoices to the Customer for all amounts specified in clause 23.1 for which no invoice has yet been issued and all such invoices will be due seven days following the date of the invoice. Invoices issued prior to the date of termination will remain due in accordance with the terms of the invoice.

23.3   On termination of a subscription the Customer will have 60 days to migrate any Customer Data to either a new subscription or some other service.

24   **Liability**

24.1   Without limiting the liability provisions in the Master Terms and Conditions, in no event is the Supplier liable to the Customer for the Microsoft Cloud Services, including without limitation in terms of performance, non-performance, availability, non-availability, compliance or non-compliance with specifications of the Microsoft Cloud Services or otherwise. Any right or remedy that the Customer may have in relation to the Microsoft Cloud Services is included or referenced in the Microsoft Customer Agreement. To the extent permitted by law, in no event is the Supplier liable to the Customer for including provisions and performing in accordance with this Statement of Supply and performing its role as a Microsoft reseller, in accordance with the Microsoft Customer Agreement and otherwise, including without limitation the rights made available by Microsoft for its resellers and further including without limitation the position on cancellation of Orders and Renewals and the Supplier's rights of suspension of the Microsoft Cloud Services under this Statement of Supply.

25   **Defined terms**

25.1   In this statement of supply:

"Customer Account" means the Customer's account within the Microsoft Cloud Administration Portal; ;

"Customer Data" means all data, including all text, sound, video or image files and software, and which may include Personal Data, that is provided to Microsoft by or on behalf of the Customer through use of the Microsoft Cloud Services;

"Existing Services" means the Customer's current Microsoft Seat-Based Subscriptions (and associated Seat-Counts) and Azure subscriptions as at the date of this Statement of Supply, for which the Supplier is the Primary Administrator as at the date of this Statement of Supply;

"Microsoft Cloud Services" means:

(a) seat-based services, including:

     i. the Existing Services (if any);

     ii. the Transferred Services (if any); and

     iii. the Microsoft Seat-Based Subscriptions (and associated Seat-Counts) Ordered by the Supplier for the Customer as described in clause 3.3 above; and

(b) Azure services including:

     i. the Existing Services (if any);

     ii. the Transferred Services (if any); and

     iii. all Azure subscriptions Ordered by the Supplier for the Customer as described in clause 6.3 above and all consumption of Azure services by the Customer in relation to those subscriptions,

as recorded in the Customer Account, and includes in each case (to the extent that the context permits), all renewals of subscriptions in accordance with this Statement of Supply;

"Order" means, as applicable:

(a) an order for Microsoft seat-based services made by the Supplier following receipt of and in accordance with an Order Request from the Customer (as described in clause 3.3 above);

(b) an order for Microsoft Azure services made by the Supplier following receipt of and in accordance with an Order Request from the Customer (as described in clause 6.3 above),

and "Ordered" has a corresponding meaning;

"Order Request" means an order request made by the Customer as described in clause 3.3 (in the case of seat-based services) or clause 6.3 (in the case of Azure services), as applicable;

"Primary Administrator" means that the Supplier has administrator privileges in respect of the Customer's subscriptions (and, in the case of seat-based services, the associated seat counts), as described in the Microsoft Customer Agreement;

"Renewal" means the renewal of a Seat-Based Subscription as described under clause 5 (and applicable Seat Count, for the nominated term), whether occurring via auto-renewal or scheduled changes;

"Renewal Commencement" means the time at which the term of the Renewal commences;

"Seat-Count" means the number of licences of a particular Subscription type whether the intended or actual use is for an individual or for any other purpose;

"Seat-Based Subscription" means a specific type of Microsoft seat-based cloud service and its specified subscription period;

"Subscription (Azure)" or **"Azure subscription"** means a specific type of Microsoft Azure subscription and related attributes of that subscription;

"Transferred Services" means Microsoft seat-based cloud subscriptions (and associated seat-counts) or Azure service subscriptions that were purchased for the Customer by another partner and that, with the Customer's authorisation, have been transferred to the Supplier in the Microsoft Partner Center on or after the date of this Statement of Supply (so that, following the transfer, the Supplier is the Primary Administrator for those subscriptions).

"Working Hours" means the hours of 8.30am to 5.30pm on Working Days.