

By accepting the following terms and conditions (the "Terms and Conditions"), You are agreeing to abide by them as it relates to Your purchase of Microsoft Cloud Services from Arrow and Your resale to Your end user customers ("Customers"). These Terms and Conditions are in addition to the local Arrow's sales terms and conditions that you previously accepted during your onboarding process (the "General Sale Terms and Conditions") and will be binding between You and the local Arrow Enterprise Computing Solutions, Inc. or Arrow Central Europe GmbH, Affiliate in the Territory to which You will issue Your Orders ("Arrow"). In the event of a conflict between the General Sale Terms and Conditions and the terms and conditions herein as they relate to the specific Services set forth and described herein, the terms and conditions as to the specific Services set forth and described herein shall govern.

Definitions

"Affiliates" means any legal entity that owns, is owned by, or that is under common ownership with You or Arrow. Ownership means control of more than a 50% interest.

"Consumption" means an offer whereby invoiced amounts will be based on actual usage in the preceding month and paid monthly in arrears until cancelled. Usage i.e. Consumption price is not fixed and may change during the subscription period.

"Claim" means a third-party action, cause of action, suit or judicial claim brought by a party other than You or Your Affiliate.

"Customer" means You or Your remarketer's end user customer of the Services.

"Customer Agreement" means the online Microsoft Cloud Agreement (Volume Licensing) with a Customer that is used to grant a right to the applicable services to that Customer under this program. Microsoft may revise Customer Agreements for future Customers on not less than one hundred eighty (180) days' notice to You. You may not revise the Customer Agreement in any way nor will any Customer change requests be reviewed. You acknowledge and agree that Your Customer must agree to the terms of the Customer Agreement and execute the Agreement as a condition to receiving the Services and that You will, prior to the Order of any Services for a Customer confirm to Arrow through the Portal that Customer has accepted the terms of the Customer Agreement including provision of the acceptance date, signatory name and any other data relevant to the subscription.

"Customer Data" means all data, including text, sound, video, or image files, and software, that are provided to Arrow or Microsoft by, or on behalf of You or Your end user customer through use of the Microsoft Online Service to which You or Your end user customers subscribe under a Microsoft Volume Licensing Agreement.

"Excluded License" is any license, such as an open source software license, that requires as a condition of use, modification or distribution of software subject to the excluded license, that it or other software combined or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

"Government Customer" means any entity that meets the government eligibility found in the Customer Agreement.

"Indirect Reseller" means You or your remarketer.

"Indirect Reseller Agreement" means those terms and conditions that Microsoft makes available on the Microsoft Partner Portal that are mandatorily required of You and that govern how You may resell Services purchased from Microsoft and Arrow.

"Marks" means (i) either party's names or Microsoft's, word marks, logos, logotypes, trade dress, designed or other trademarks derived from them.

"Non-Microsoft Product" means any third-party (or third-party branded) software, data, service, website or other product or service available through the Microsoft Azure Marketplace, Virtual Machine Gallery, or other feature of Microsoft online services.

"Order" means Your purchase order issued to Arrow. Arrow shall offer You the Services conditioned upon: (i) You being located in the Territory and reselling the Services to Customers located in the Territory that acquire the Services for use as an end-user ("Customer"); the Territory means either (a) the country in which the Arrow entity to which You will issue Your orders is located or (b) if the Arrow entity to which You will issue Your orders is located in EU/EFTA or in Israel, the countries located in EU/EFTA or Israel, (ii) You ensuring, before placing an order to Arrow for the Services, that the Customer has accepted a Customer Agreement, which is the Microsoft agreement with a Customer that is used to grant a right to the applicable Service to that Customer under the CSPP, and any updated version of the Customer Agreement issued by Microsoft at the latest upon the Customer's subscription renewal date (collectively "Customer Agreement"), (iii) You complying with the obligations contained in these Terms and Conditions. These Terms and Conditions are essential a material condition to any agreement You enter into with a Customer. By placing an Order with Arrow for the Services, You represent and warrant that related Your Customer has accepted the Customer Agreement terms and that You agree to pay Arrow for all orders You submit for Services. If Customer does not accept the terms of the Customer Agreement, which You may not modify in any way, You are not permitted to issue an order to Arrow for the Services for such Customer. You shall notify to Arrow about any known or suspected violation of a Customer Agreement by or related to a Customer.

"Portal" means the Partner Center, the Partner Administration Center, ArrowSphere or an alternate site identified by Microsoft or Arrow used by You for accessing information or ordering Services. The Portal will communicate the updates, price lists, policies and other information relating to the Services.

"Prohibited Content" means Customer or Your content that is illegal or unauthorized.

"Representatives" means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of a party or its Affiliate.

"Services" means Microsoft online services, which may include Microsoft software technology for Microsoft Cloud Solution Program services. The details of such Services are described in the current Microsoft program documentation, including the Program Guide (the "Documentation"). The Documentation is incorporated into these Terms and Conditions by reference such that, in particular, all applicable obligations provided therein shall apply to You. The then current version of the Documentation is posted on the Microsoft Portal. Defined terms used in these Terms and Conditions shall have the meaning given under the Documentation unless defined herein otherwise. You agree to indemnify and hold harmless Arrow against all liability, loss, expense, damage, claim or otherwise incurred by Arrow in relation to or by reference to any breach by You or Your Customer of the Microsoft Documentation, the Customer Agreement, the Indirect Reseller Agreement or these Terms and Conditions.

"SLA" means the Service Level Agreement commitments Microsoft makes to its Customers regarding delivery and/or performance of

the applicable Service. You agree that the sole SLA obligation(s) to You and Your Customer(s) hereunder is solely from Microsoft as set forth at <http://www.aka.ms/csla>, and as revised by Microsoft from time to time at its sole discretion.

“Subscription” means a right to the Microsoft online services, which for fixed term subscriptions is for a 12 month term, billed monthly and auto renews for additional 12 month terms unless canceled one month prior to renewal.

“Support” means that level of support, exclusive of service level (“SLA”), related to incidents reported to Arrow’s help desk that is established and maintained by Arrow for the applicable Service. You agree to require Your Customers to process all Service-related incidents and Customer satisfaction surveys through Arrow’s help desk for handling and escalation as determined by Microsoft and agree to cooperate with Arrow in the provision of such support.

“Taxes” means any 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 these Terms and Conditions and include, but are not limited to, sales and use taxes, value added, gross receipts taxes, utility user’s fees, municipal occupation and license taxes, excise taxes, business and occupations 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 Arrow’s net income and any gross receipts taxes imposed in lieu of taxes on the income or profits of Arrow), 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 Your Customers.

“Territory” means either: 1) the country You are located in and authorized to resell the Services as registered in the Portal or 2) if You are located in EU/EFTA, the countries located in EU/EFTA.

General Overview. Microsoft has authorized Arrow as a distributor of the Services. Arrow agrees to sell on a non-exclusive basis and You agree to purchase the Services from Arrow for resale to Customers. The terms of the Microsoft Cloud Distribution Agreement between Arrow and Microsoft require that You agree to certain terms with Arrow as set forth in these Terms and Conditions, including the additional product-specific terms, which are contained in the attached exhibits and incorporated herein by reference. Additionally, You agree, as a condition of selling Microsoft Services, to enter into an Indirect Reseller Agreement with Microsoft and Your Customers will, as a condition of purchasing such Services, enter into an online Customer Agreement with Microsoft. Except for SLAs, which are solely as provided by Microsoft, Your obligation and that of Arrow relating to Support related to Services is as defined herein. Services identified by Microsoft as academic, charity or government must have Microsoft’s approval before Arrow can sell such Services to You. You may provide Services only to Customers that meet Microsoft’s qualifications. Microsoft and its Affiliates will be third party beneficiaries to the terms of these Terms and Conditions.

Purchasing Terms between You and Customer. Notwithstanding the foregoing requirement to enter into the Customer Agreement, You and Customer may establish general business terms such as payment and shipping terms under which the Services will be purchased by Customer from You; provided that such terms do not conflict with those in these Terms and Conditions.

Prices for Services. Arrow’s price to You will be that as quoted to You by Arrow.

General Order Information. Purchase orders received by You from Customer or Orders received by Arrow from You must include the following information: Customer by name and address; Service SKU number or; price of the Service; bill- to address; contact name and telephone number; and email address. By placing Your Order You agree that these Terms and Conditions are the controlling terms and conditions for the Order and You represent and warrant that Customer has accepted the Customer Agreement. Arrow will have no obligation to accept orders or liability to Arrow due to lack of Services availability or delay in provision of the Services. Times associated with the provision of Services are estimates only. Services are dependent upon availability from Microsoft.

Term and Termination. These Terms and Conditions become effective upon Your acceptance of them and shall continue to apply for as long as You will purchase or have purchased Service subscriptions from Arrow, unless earlier terminated pursuant to these Terms and Conditions. These Terms and Conditions may be terminated immediately subject to a written notice in case of (i) material breach of these Terms and Conditions or the Documentation by a party, or of the General Sale Terms and Conditions of Arrow by You, or (ii) in case of termination of the distribution agreement between Microsoft and Arrow for the Products.

Payment and Invoices. Microsoft will provide Arrow at the beginning of each month with a report consolidating Your Customer’s monthly use of the Services for the preceding month (the “Monthly Report”). On this basis, Arrow will display on its portal (named ArrowSphere), a billing statement. In turn, You shall be deemed to have submitted a corresponding order for such Services to Arrow. Arrow shall accordingly invoice You for the applicable Consumption price and You shall pay the same in accordance with the payment terms stated on the invoice. Nothing herein shall restrict either party’s freedom to set prices for the Services. You agree that Arrow may increase its prices for the Services during the term of a subscription with no less than 20 days’ prior notice, wherein Microsoft increases its Services prices to Arrow. Failure to pay any due invoices in accordance with agreed payment terms shall constitute grounds for Arrow to immediately terminate these Terms and Conditions and disable a Customer’s subscription. You expressly accept agree that in case of dispute regarding Your Customer’s monthly use of the Services invoiced by Arrow, You and Arrow will refer exclusively to the Monthly Report issued by Microsoft, which will be the only sole valid and admissible document to determine Your Customer’s consumption and Your resale of such Services. Subscriptions will automatically renew at the end of any subscription term. Each renewal term will be for the period specified in the Documentation, and at the pricing in effect as of the commencement of the renewal term. Arrow invoices are due Net 30 days from date of invoice unless the parties have agreed otherwise upon initial account set up. Late payments may be subject to a late fee of 1.5% or the higher amount allowed by applicable law and the suspension of pending orders without liability to Arrow. In addition, in France, late payments are subject to a minimum fixed fee of 40 euros as

recovery costs. Services bill by usage shall be invoiced monthly in arrears for the prior months Consumption. Your payment to Arrow is not dependent or conditioned on receipt of payments from Customers even in the case of insolvency. You agree to identify and report any invoice or payment discrepancies within ten (10) days of the issuance date of Arrow's invoice. You may not withhold or deduct from any invoice amount or invoice due by offset, claim or otherwise associated directly or indirectly with the Services without Arrow's prior written consent. Your obligation to pay outstanding invoices, shall survive termination or expiration of these Terms and Conditions. Upon any termination or expiration, notwithstanding the foregoing, Arrow shall have no further obligations to You in respect to the Services.

Audit Rights. For two years after the date of issuance of final payment to Arrow, Arrow or its audit-related agents shall have access to, and You shall maintain, any books, documents, records, paper, or other materials of related to the purchase of the Services ("Records"). Arrow will provide You with reasonable notice based on the notice received from Microsoft to Arrow that Microsoft intends to audit Arrow and that Your information will be part of the audit, and Arrow must provide Records that are not available from Arrow but are necessary for Microsoft to be able to audit Arrow's performance under its agreement with Microsoft. In conducting such audits Arrow shall in the course of examining books and records associated with the Products sold by You hereunder identify to You any material discrepancies to sums otherwise owed by You to Arrow. Material discrepancies are defined as only those sums that are greater than 2% of Product fees paid by You to Arrow for the applicable Products during the period subject to the audit. Upon notification by Arrow of such material discrepancies You agree to timely pay Arrow the sum of such material discrepancies.

Taxes. All amounts You must pay Arrow for purchase of the Services do not include Taxes. Arrow will have no responsibility for any Taxes or payment of such Taxes. You must provide Arrow with a valid tax exemption certificate in which case Arrow will not charge Taxes covered by such exemption. If You are located in a jurisdiction that uses the VAT number for tax identification You will provide Arrow with your VAT number together with your address details.

Microsoft Azure Services. Microsoft may make preview releases available from time-to-time. Previews are provided "as-is," "with all faults," and "as-available," as further described in the Customer Agreement. Some Microsoft Azure Services may include limits and maximum resources, known as "Usage Quota". Usage Quotas may change periodically and You may request on your Customer's behalf to raise the limit above a default limit. Description of Usage Quotas are set forth at <http://azure.microsoft.com/en-us/documentation/articles/azure-subscription-service-limits/>. You are required to identify as a "Preview" any Services that are sold as a preview release to your Customer and refer Customers to their Customer Agreement and the Online Services Terms specific to Azure Services. Provisioning or de-provisioning of an Azure Services will be treated as an Order at a price set by Arrow.

Government Offers. Services identified as "Government" may be sold only to Government Customers for their use consistent with the Microsoft requirements and governmental customer definitions set forth at www.aka.ms/governmenteligibility. You are responsible for validating Government Customer eligibility prior to any resale of such Service and for obtaining any government approvals that are necessary for You to provide Services under these Terms and Conditions. You must retain documentation to validate a Government Customer's status in the event of an audit. Government Customer status validation must be in the form of a valid government purchase order. You will promote Government Products only to Government Customers. If You market Government Products, You shall do so only with advertisement or marketing materials that clearly indicate that the Government Product is only available for purchase by Government Customers. You will disclose all rebates, fees and other concessions to a Government Customer as required by law, regulations or the terms of the government solicitation. You will disclose any rebates, fees, or other concessions to a Government Customer as required by law, regulation or the terms of the government solicitation.

Excluded License. Your rights to the Services do not include any license, right, power or authority to cause any part of the Services to become subject to the terms of an Excluded License.

NO IMPLIED WARRANTIES OR REPRESENTATIONS. ALL SERVICES ARE PROVIDED TO YOU "AS IS" BASIS. THE "AS-IS" WARRANTY IS THE ONLY WARRANTY MADE TO YOU. YOU AGREE THAT YOU SHALL MAKE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES TO YOU CUSTOMERS RELATING IN ANY WAY TO THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT AND ARROW DISCLAIM ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, NEITHER MICROSOFT NOR ARROW MAKE ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS AND ASSUME NO LIABILITY AS TO SERVICES DISTRIBUTED UNDER A THIRD PARTY NAME, COPYRIGHT, TRADEMARK OR TRADE NAME THAT MAY BE OFFERED OR COMBINED WITH OR INCORPORATED WITH THE SERVICES.

LIMITATION OF LIABILITY. (a) THE TOTAL CUMULATIVE LIABILITY (IF ANY) OF ARROW TO YOU UNDER THE TERMS AND CONDITIONS IS LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (I) 100% OF THE SERVICE-RELATED FEES PAID BY YOU TO ARROW UNDER THE TERMS AND CONDITIONS DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE RIGHT TO ASSERT A CLAIM FIRST AROSE, OR (II) IF THE TERMS AND CONDITIONS HAS BEEN IN EFFECT FOR LESS THAN 12 MONTHS, DIRECT DAMAGES WILL NOT EXCEED THE AVERAGE MONTHLY SERVICE-RELATED FEES PAID BY ARROW TO YOU.

(b) 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, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER ARROW NOR MICROSOFT WILL HAVE ANY LIABILITY OR OBLIGATION TO YOU OR ANY

OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART BY (a) ANY INADEQUACY, DEFICIENCY, OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), (b) THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, OR (c) ANY FAILURE OR DELAY IN ARROW'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST OF REPLACEMENT GOODS OR SERVICES, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, REWORK, LOSS OF BUSINESS INFORMATION OR DATA, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER OR NOT YOU HAVE INFORMED ARROW OR MICROSOFT OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

(c) THE LIMITATIONS ON LIABILITY AND ALLOWABLE DAMAGES DESCRIBED ABOVE WILL NOT APPLY TO YOUR (I) LIABILITIES FOR UNAUTHORIZED USE OR UNAUTHORIZED DISPOSITION OF THE INTELLECTUAL PROPERTY OF ARROW OR MICROSOFT; (II) VIOLATION BY YOU OF ANY LICENSE GRANTS AND LIMITATIONS, OR CONFIDENTIALITY OBLIGATIONS IN THE TERMS AND CONDITIONS; (III) OBLIGATIONS TO DEFEND AND PAY THIRD-PARTY CLAIMS (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM PERSONAL INJURY OR DEATH); (IV) BREACH OF THE BUSINESS INTEGRITY PRINCIPLES SECTION, THE INDEMNIFICATION SECTION AND THE PRIVACY AND DATA PROTECTION SECTION SET FORTH IN THE TERMS AND CONDITIONS; OR (V) FRAUD OR GROSS NEGLIGENCE. YOU AGREE THAT ALL LIMITATIONS ON LIABILITY AND EXCLUSIONS ON ALLOWABLE DAMAGES SHALL APPLY EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. YOU AGREE THAT THE LIABILITY OF ARROW OR MICROSOFT FOR DAMAGES AS DESCRIBED ABOVE SHALL BE REDUCED TO THE EXTENT THAT YOU OR YOUR AGENT(S) CAUSED OR CONTRIBUTED TO THE HARM GIVING RISE TO THE DAMAGES OR INDEMNITY OBLIGATION.

Your Responsibilities. You represent and warrant that You will:

- Use best efforts to establish, promote and maximize Subscription sales.
- Maintain, at Your own expense, an adequate place or places of business and sufficiently trained and qualified personnel, including that those personnel be certified by Microsoft, so as to effectively support the sale, deployment and use (including training Customers as necessary) of the Services. You are encouraged to achieve Gold Certified status for the Cloud Competency in the Microsoft Partner Network and MPN Competency for Cloud Customer Relationship Management and any other certifications that will allow You to provide the support services referenced in the Your Responsibilities Section below.
- Be the continuous, primary contact for all Customers, provide support services to Customers for all Services You resell or contract with Arrow to do so, and because Microsoft may send direct communications to Customers related to the terms of the Customer Agreement or the operation or delivery of the Service, You must provide Arrow with accurate and current contact information for the administrator of each Customer so that Arrow can relay that information to Microsoft. Additional information about support services can be found in the Portal. Arrow will provide You Escalation Support for undocumented scenarios and Service impacting events. If You do not have the resources or ability to provide support services, You may purchase those services from Arrow for an additional cost.
- Actively measure or monitor and document in auditable form the performance of Your efforts as it relates to Your responsibility to use best efforts to establish, promote and maximize the Subscription sales, and if requested to do so, meet with Arrow and/or Microsoft to discuss a remediation plan if necessary.
- Provide each Customer with a Customer Agreement in accordance with the terms set forth in the Customer Agreement Acceptance Section below.
- Ensure that only authorized employees are given access to the Portal
- Store case information, if You, and not Arrow, is providing support, in an incident management system that will enable You to generate monthly reports
- Conduct Your business with integrity ("Business Integrity") so as to maintain the goodwill and reputation of Microsoft and Arrow at all times including refraining from making any unauthorized representations or commitments, ensuring that all communications with Your Customers, Arrow and Microsoft are complete, accurate and truthful and refraining from retaliating from anyone who has, in good faith, reported a possible violation of Your commitments to Business Integrity and; (i) Comply with all applicable laws, rules and regulations, including, without limitation, (a) the U.S. Foreign Corrupt Practices Act and related international anti-corruption laws, (b) the Digital Millennium Copyright Act, (c) related intellectual property i.e. copyright and patent and trade secret laws, and laws of similar nature applicable in the Territory and/or in the country whose laws apply pursuant to these Terms and Conditions, (d) export laws, (e) environmental protection laws including the use and disposition of products (if physical products are purchased from Microsoft), (f) labor practice, human rights health and safety laws and (g) the security, protection, privacy and processing of Personal Data as defined by EU 2016/679 of the European Parliament and of the Council of 27 April 2016 including any implementing, derivative or related legislation, rule, regulation or regulatory guidance (collectively "GDPR") as amended, extended, repealed or replaced privacy and data protection; and provide sufficient notice to, and obtain sufficient consent and authorization from, Customers and any other party providing personal data to You, to permit the processing of the data by as necessary. You agree that Microsoft may collect, use, transfer, disclose, and otherwise process each Customer's data, including personal data, as described in the Customer Agreement. You shall require in Your agreement with Customer that, as and to the extent required by law, Customer shall notify the individual users of the Services and obtain their consent as appropriate, that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities ; (ii) use reasonable security precautions for providing access to the Services by its employees, Customers, and any other individuals or companies to whom You provides access; (iii) cooperate with Microsoft's or Arrow's investigation of outages, security problems, and any suspected breach of the terms of these Terms and Conditions; (iv) comply with all applicable license terms or terms of use for any software, content, service or website (including Customer Data which You or Customer uses or accesses when using

or providing access to the Services; (v) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and immediately notify Microsoft and Arrow of any known or suspected unauthorized use of Your account and Customer's account, Services or any other breach of security. You and Customer may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, You and Customers may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act. You will respond to all Microsoft, Arrow, Customer, or third party reports that any Prohibited Content is being stored or hosted on the equipment providing the Services that You provide to Customers. You must tell Customer to immediately take down, delete or modify any Prohibited Content (which shall include Customer Data that Microsoft or Arrow, in its sole discretion, determines to be Prohibited Content) that is brought to its attention, including pursuant to a take-down, deletion or modification request from Microsoft or Arrow. In the event that You do not immediately comply with a request from Microsoft to take down, delete or modify Prohibited Content, Microsoft and Arrow reserve the right to suspend and/or terminate public and/or Your or Your Customer's access to the Services on which the Prohibited Content resides. You acknowledge that Microsoft has no obligation to monitor access to or use of the Services or to review, remove or edit any Customer Data.

- Comply with the Anti-Corruption Policy for Microsoft Representatives available on Microsoft's web site and/or on the Portal ("Anti-Corruption Policy"). Microsoft may change the Anti-Corruption Policy at any time by posting a revised version on its website. You represent that You have read the Anti-Corruption Policy and agrees to monitor the Microsoft website regularly for changes to such policy. Such changes are effective immediately when they are posted to the website. You will also provide annual training to Your employees who resell or market the Services on compliance with Anti-Corruption Laws or participate annually in online Anti-corruption Policy training free of charge on the Microsoft web site. You agree to give Arrow prompt written notice (unless precluded by law or regulation) of any change or anticipated change in Your financial condition, business structure, or operating environment (for example, a material change in equity ownership or management or any substantive change to information You provided to Arrow when You applied to become a Customer). Upon notification of such change, (or if You fail to give notice of such change) Arrow may, in its sole discretion, terminate these Terms and Conditions immediately by prior written notice to You.
- Comply with the Microsoft Partner Code of Conduct located at <https://assets.microsoft.com/Microsoft-Partner-Code-of-Conduct.pdf> and Arrow's Business Code of Conduct (http://www.arrow.com/about_arrow/BusinessCodeofConduct.pdf) or have implemented and abide by a code of conduct that is substantially similar to the Arrow's Business Code of Conduct thereto (in such case, You shall provide a copy to Arrow for review upon Arrow's request).
- If Your Purchase Order is placed in the United States of America, to the extent not exempt, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Business Integrity Principles

1. Compliance with Laws. Each party will conduct its respective business activities under the Terms and Conditions in full compliance with all Laws. Without limiting the foregoing, each party will:

- (a) comply with (i) Laws that apply to the other party's Marks or to the use, transfer, import, export, or re-export of any Products licensed or distributed under the Terms and Conditions (including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations); (ii) any end-user, end-use, and destination restrictions of the U.S. and other governments; and (iii) the guidelines related to exporting Microsoft's Products at: <http://www.microsoft.com/en-us/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;
- (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 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 Your 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), You 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 anticorruption training made available free of charge by Microsoft at <https://partner.microsoft.com/en-us/training/required-training/>.

(c) You 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 Terms and Conditions, it will notify the other party with a general description of the nature of the concern, and the reason for its belief. You may contact Microsoft's Anti-Corruption Alias (ANTICPT@microsoft.com) or the Business Conduct Alias (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.

Customer Agreement Acceptance. You must provide each Customer the most current version of the Customer Agreement and ensure each Customer accepts a Customer Agreement. If Microsoft updates the Customer Agreement then Customer must accept the new Customer Agreement at or before renewal of their Subscription. By placing an order with Arrow, You; (i) represent and warrant that the Customer has accepted the Customer Agreement terms; and (ii) agree to pay Arrow for all Customer orders it submits for Products. Microsoft may accept or reject any proposed Customer at Microsoft's discretion. If Customer does not accept the terms of the Customer Agreement and You then place an order with Arrow, You will be liable to Arrow for any costs and damages incurred by Arrow from Microsoft as a result of such failure. Customer Agreements are available on the Portal, and You must monitor the Portal for any updated Customer Agreements to ensure that the Customer is agreeing to the most recent Customer Agreement. Upon your written request, Arrow may provide assistance to You to obtain Customer's acceptance of the Customer Agreement. At Arrow's discretion Arrow may direct You to Customer Agreement and may direct You to a process for evidencing Customer acceptance of the Customer Agreement.

Fixed Term. You may sell the Products for a term of any length as determined by You, provided, (i) certain Services will be sold by Microsoft for a fixed term, and (ii) your election to sell Services to Customers for a period longer than such fixed term will not alter or enlarge Microsoft's or Arrow's obligations under these Terms and Conditions or any Order.

Auto-Renewal. Subscriptions will automatically renew at the end of any term. You may opt out any Customer of this automatic renewal system by updating the Subscription through the Portal. Each renewal term will be for the period specified in the new Subscription. Pricing for a renewal term will be the pricing in the Arrow price list in effect as of the commencement of the renewal term.

Disablement. You may disable a Subscription. Depending on the Service, Customer will have limited or no access to the Service. Neither Arrow nor Microsoft will be liable in any manner whatsoever to Customer arising out of Your disablement of the any Subscription. Microsoft may disable a Subscription for legal or regulatory reasons or as otherwise permitted under these Terms and Conditions, and Microsoft will notify Arrow who will notify You of any such disablement as soon as commercially reasonable. If Microsoft disables a Subscription, Arrow also will suspend billing to You for that Subscription until the Subscription is re-enabled.

Cancellation. You may cancel a Subscription at a Customer's request, however no prorated amount will be due for such cancellation. Upon cancellation, Customer will have sixty (60) days to move any Customer Data to some other service. Upon request, Arrow will request that Microsoft assist You or Customer with migration of Customer Data at an additional charge agreed to between You and Microsoft.

Service Level Agreement Credits. Microsoft makes certain Service level commitments to Customers in the SLA identified in the Customer Agreement. If a Customer makes a claim on the SLA, You must escalate the claim to Arrow for review and then Arrow will send the claim to Microsoft for review. Microsoft will review the claim according to the standard SLA review process. Arrow will then apply any credit due on your next billing reconciliation report after Arrow has received credit from Microsoft. You must then credit the Customer that submitted the SLA claim at least the amount Arrow has paid You for the SLA credit. You are eligible for credits not to exceed the total monthly Subscription estimated retail price ("ERP"). Arrow reserves the right to audit outages on a Subscription or usage basis should Microsoft request any such information. Nothing in this Section will preclude You from proactively providing credits to Customers who make a claim on the SLA prior to Arrow providing a credit to You or Arrow receiving a credit from Microsoft; provided however, that the claim will remain subject to the validation by Arrow and Microsoft according to the standard SLA review process and, in the event the claim is determined by Microsoft and Arrow not to be valid, You will be solely liable for any credits You advanced to Customers.

Privacy and Data Protection. You shall (i) comply with all applicable legal requirements regarding privacy and data protection including but not limited to (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. 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 the 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, combination, restriction, erasure, or destruction. "Processed" and "Processing" will have a corresponding meaning; (ii) provide sufficient notice to, and obtain sufficient consent and authorization from, Customers and any other party providing personal data to You, Arrow and/or Microsoft to permit the Processing of the data by as necessary. Microsoft may collect, use, transfer, disclose, and otherwise process each Customer's data, including personal data, as described above and in the Customer Agreement, (iii) prior to obtaining information from Data Subjects obtain their legally valid permission to 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 applicable law as valid consent, (iv) establish independent procedures for managing and responding to any communication from a Data Subject seeking to exercise its rights under applicable data protection laws, including where the other party is communicating the Data Subject request on behalf of the Data Subject, (v) 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 applicable data protection laws, (vi) take all measures that are required by applicable data protection laws and in accordance with good industry practice relating to data security (including, if applicable, Article 32 of GDPR), (vii) provide prominent notice of Your privacy practices to Data Subjects and maintain a prominent link to Your online privacy policy in a reasonable location of Your website that complies with applicable data privacy laws, (viii) upon termination of Microsoft Cloud Services hereunder, delete or return Personal Data of Data Subjects except to the extent You have the right or obligation under applicable data privacy laws to retain such Personal Data after termination and (ix) refrain from transmitting unsolicited commercial communications in any manner that would violate applicable laws or associate You with the Data Subjects in any unauthorized manner. For the purposes of this provision You agree that You are a data controller of the Personal Data that You Process.

Customer Data. Except as You and Customer may otherwise agree, You shall use Customer Data only to provide Customer with the Services and the support specified in these Terms and Conditions and to assist Customer in the proper administration of the Services. Additionally, You shall only access and disclose to law enforcement or other government authorities to the extent required by law data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). If You receive a request for Customer Data either directly from a law enforcement agency or as redirected to You by Arrow or Microsoft, then You shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then You shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, You shall notify the Customers that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by You, and shall obtain the Customer's consent to the same. For avoidance of doubt, You shall not delegate administrative privileges to the Services or otherwise provide access to Customer data to a third party (other than Customer) without Customer's prior written consent.

Confidentiality. The parties agree to maintain strict confidentiality of transactions and all trade secret and business confidential information ("Confidential Information") of the other party acquired or received under these Terms and Conditions, including the terms of these Terms and Conditions and any information, which, if publicly disclosed, could harm the non-disclosing party. The parties further agree not to use any confidential information of the other party, except in performance of these Terms and Conditions and solely for the purpose(s) provided. Moreover, the parties agree not to disclose Confidential Information to third parties for any purpose whatsoever without the express written consent of the non-disclosing party. This limitation does not apply to the disclosure of Confidential Information that is needed to perform or administer work under these Terms and Conditions, such as the disclosure of Confidential Information to attorneys, accountants and Board Members, so long as the individual(s) receiving Confidential Information agree to abide by the confidentiality provisions herein. For purposes of these Terms and Conditions, Confidential Information shall not include any information that: (i) is now or becomes in the public domain through no breach of these Terms and Conditions; (ii) is in the possession of the receiving party as of the date of execution hereof; (iii) is independently learned by the receiving party from a third party without breach of these Terms and Conditions; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party. The parties agree that the provisions of this Section shall survive the termination, for any reason, of these Terms and Conditions.

Term and Termination. These Terms and Conditions will become effective upon your acceptance below and continue for as long as You are purchasing the Services unless terminated by either party in accordance with the terms set forth below. If these Terms and Conditions terminate, Microsoft and Arrow reserve the right to communicate with Customers and provide Customers with the option to purchase Services directly from Microsoft or other Microsoft providers in order to maintain continuity of Service for Customers. Any termination will be without prejudice to any other right or remedy afforded to the parties, and will not affect any rights or obligations which have occurred prior to such termination. Each party waives any right or obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate these Terms and Conditions. Microsoft may terminate any Customer's status as a Customer. Microsoft will promptly notify Arrow and Arrow will notify You of the termination of any of Customers. Following such a notice, You and Arrow will immediately stop collecting orders for Services from the terminated Customers, or yourself, as the case may be. You will also stop delivery of any program information and materials to the terminated Customer. Termination will not affect Your

obligation to file the next required Order or report, if any. Termination will not affect Arrow's right to invoice You for the Order, based on Arrow's obligation to pay Microsoft. If Microsoft terminates a Customer, You will not have any claim against Arrow or Microsoft for damages or lost profits resulting from the termination. You will be entitled to invoice the Customer for the Services that the Customer ordered before termination.

Warranty. The warranty for the Services is that as provided to Customers in the Customer Agreement and is the sole warranty for the Services and unless required by applicable laws, Arrow and Microsoft give no other express warranties, representations or conditions. To the maximum extent permitted under applicable laws, Microsoft and Arrow exclude all implied warranties and conditions, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Neither Microsoft nor Arrow makes any warranty or condition as to items or Non-Microsoft Products sold or distributed under a third party name, copyright, trademark or trade name that may be offered with or incorporated with the Services. To the maximum extent permitted by applicable law, neither Microsoft nor Arrow will have any liability in connection with the third party items (such as any supply or failure to supply them).

Use of Marks. These Terms and Conditions do not grant either party any right, title, interest, or license in or to any of the other party's or Microsoft's Marks.

Proprietary Notices. You must not remove any copyright, trademark or patent notices from any of the Services or products. You must include Microsoft's copyright notice on any documentation for the Services, including online documentation. The first time You mention the name of Microsoft's products or the Services in communications, You must use the appropriate trademark, product or Service descriptor and trademark symbol (either "™" or "®"), and clearly indicate Microsoft's (or Microsoft's suppliers') or Arrow's, as may be the case, ownership of the trademark(s). For Your own purposes You may use Microsoft's corporate name, Microsoft Product names and 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. Required Microsoft usage guidelines are set forth at: <https://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/EN-US.aspx>. You agree to promptly correct misuse on notice from Arrow or directly from Microsoft.

Defense. Subject to Microsoft providing the same to Arrow for pass through to You, Arrow will defend You in a lawsuit in which a third party claims that the Service as sold by Arrow to You, infringes its copyright, trademark or patent rights or misappropriates such third parties' trade secrets. Arrow's obligations are subject to the following conditions: (a) You must promptly notify Arrow in writing of the claim; (b) Arrow will have sole control over defense and/or settlement of the claim; and (c) You will provide Arrow with reasonable assistance in the defense of the claim. Arrow's obligations to defend and pay a patent claim will be limited to patent claims where the Service alone, without combination or modification, constitutes direct or contributory infringement of the patent.

Limitations. Arrow will not be liable for any claim to the extent that the claim or adverse final judgment is based on Your: (a) distribution or use of any Services, product or Mark after Arrow notifies You to stop distribution or use of the Services, product or Mark due to such a claim; (b) combination of Services or product with any Non-Microsoft Product, data or business process; (c) damages attributable to the value of the use of a Non-Microsoft Product, data or business process; (d) alteration of any Service or product; (e) use of Arrow's or Microsoft's Mark(s) without Microsoft's or Arrow's written consent to do so; or (f) for any trade secret related claim, You acquiring a trade secret (1) through improper means, (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (3) from a person who had a duty to maintain its secrecy or limit its use. You will reimburse Arrow and Microsoft for any costs or damages that result from these actions.

Remedy. If Arrow receives information concerning an infringement claim relating to a Service or product, Arrow may, at Arrow's expense, but without obligation to do so: (a) procure for You the right(s) or license(s) as may be necessary to address the claim; (b) replace the Services, product or Mark with a functional equivalent; or (c) modify the Service, product or Mark to make it non-infringing. With (b) or (c), You must immediately stop distribution of the allegedly infringing Service or product or use of the allegedly infringing Mark. You will work with Arrow and Microsoft to recall all Services, product's that are the subject of a claim and replace them with the non-infringing alternative. If any other type of third party claim is brought against You regarding a breach by Arrow or Microsoft of this Remedy Section, You must notify Arrow and Microsoft promptly in writing. Microsoft and Arrow may, at Microsoft's option, choose to treat these claims as being covered by this Section. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ARROW TO THESE TERMS AND CONDITIONS FOR PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO.

Indemnification. You hereby agree to indemnify, defend and hold harmless, Arrow and Microsoft and their Affiliates, licensors and independently-contracted third-party services from all liability (including, without limitation, attorneys' fees and costs) incurred by them in connection with any claim (a) arising out of any of your negligent acts or omissions or willful misconduct: (i) related to the use of the Services or Portal, including, without limitation, any actual or alleged infringement or misappropriation of a third party's intellectual property, including copyright, trade secret, patent, trademark, privacy, publication or other proprietary right; or (ii) arising out failure to adhere to these Terms and Conditions; or (b) that result from your misrepresentation with any third party, including without limitation, any claim based on representations, statements, claims or warranties not authorized by Microsoft or Arrow. The foregoing indemnity shall also cover your failure to require, in writing, Customers to comply with applicable export and import laws, regulations, orders or policies, as specified under the appropriate Sections of these Terms and Conditions or to ensure that a Customer executes the Customer Agreement.

Transition. In the event that Your ability to purchase the Services is terminated by Arrow for convenience, for a period not to exceed sixty (60) days after the effective date of termination (the "Transition Period") Arrow will allow the Services to continue without interruption or adverse effect and will facilitate the orderly transfer of the Services. Arrow will use commercially reasonable efforts to provide the Services during the Transition Period in the same manner as such Services were provided prior to the Transition Period. Arrow's obligations under this Section shall be conditioned upon your compliance with the terms of these Terms and Conditions during the Transition Period, including the payment terms.

Export. You will comply with laws applicable to You as a provider of information technology services and products. Regardless of where located when accessing the Services, You agree to comply with all applicable export and import laws and regulations, including those of the United States regarding embargo and sanctions regulations and prohibitions on export for certain end uses or by any prohibited Customers. You and Customers represent that Customer Data will not, in whole or part, be controlled under the U.S. International Traffic in Arms Regulation (ITAR). You and Customers are prohibited from exporting, re-exporting, diverting transfer, disclosing or permitting access to any portion of the Services, enabling software, Content, or related technical information, directly or indirectly, in violation of such export and import laws and regulations. You and Customers are also responsible for complying with all other laws, rules, and regulations that may be applicable to their use of the Services. You acknowledge and will have the Customer acknowledge that Microsoft and Arrow use global resources (non-permanent residents used locally and personnel in locations worldwide) to remotely support the delivery of Services. You represent that no Content accessible to Microsoft for the Services will require an export license or is restricted from export to any Microsoft global resource or personnel under applicable export control laws. At the time of these Terms and Conditions, the following countries' laws and regulations are in scope: Germany, Hong Kong, Japan, the Netherlands, Singapore, the United Kingdom and the United States and other countries will be assumed covered under this paragraph as they become applicable. You represent that neither You or the Customers are subject, either directly or indirectly (by affiliation or any other connection with another party), to any order issued by any agency of the United States Government revoking or denying in whole or in part, their United States export privileges. You agree to notify Arrow immediately if You or a Customer become subject to any such order.

Miscellaneous.

- These Terms and Conditions constitutes the entire understanding and agreement between the parties hereto with respect to the matters herein, and supersedes all prior or contemporaneous representations or agreements, written or oral, with respect to the matters covered herein. For avoidance of doubt, it does not supersede the Cloud Services Reseller Agreement between You and Arrow, if any, which remains valid for Your purchases of non-Microsoft cloud services.
- Nothing in these Terms and Conditions is intended to create, or shall be construed as creating, a joint venture, or agency, or taxable entity between the parties, or any right to pledge the other's credit; it being understood that Arrow and You are independent contractors and shall not be deemed to be employed by, or an employee of, the other.
- These Terms and Conditions may not be altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by duly authorized officers of You and Arrow.
- Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the party for whose benefit such obligation was to be performed. Any waiver shall in no way be construed as a waiver of any subsequent breach of these Terms and Conditions by the other party.
- If any provision of these Terms and Conditions is found void, invalid or unenforceable, it shall not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
- Neither party shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labor dispute, accident, civil commotion, epidemic, act of government or government agency or officers, or any other cause beyond such party's reasonable control ("Force Majeure Event").
- The headings of the Sections are inserted for convenience only and are not intended to affect the meaning or interpretation of these Terms and Conditions.
- The obligations set forth in these Terms and Conditions shall survive any termination of these Terms and Conditions, particularly the provisions relating to the protection of Confidential Information.
- All notices, requests, authorizations, consents, waivers, and other communications under these Terms and Conditions must be in writing (or electronically given) and will be deemed to have been duly given when: (i) delivered by hand (with written confirmation of receipt); or (ii) when delivered, if sent by a nationally recognized overnight delivery service to the address first written above (or to such other addresses as a party may designate by written notice to the other party).
- You may not assign these Terms and Conditions without Arrow's written consent. You must also notify Arrow in writing of any name change to the present company name.

The English language version of these Terms and Conditions controls. If You are in a country or an administrative division of a country, that requires that contracts be written or agreed to in a certain language, it is the express wish of both parties that these Terms and Conditions, and any associated documentation, be written (or electronically given) and agreed to in English. These Terms and Conditions will in all respects be governed by and construed in accordance with the laws of the country in which the registered offices of the local Arrow Enterprise Computing Solutions, Inc. Affiliate to which You issue Your orders are located, and any dispute related to or arising from these Terms and Conditions will be submitted to the competent Courts of the jurisdiction in which the registered offices of the local Arrow Enterprise Computing Solutions, Inc. Affiliate to which You issue Your orders are located. The application of the UN

Agreement pertaining to contracts of international purchase of goods dated January 1, 1989 (UNCISG) BGBI 96/1988 and all its relevant and valid amendments shall expressly be excluded. Except where prohibited by applicable law, the parties agree to waive trial by jury.

When signing these Terms and Conditions, You represent and warrant that (i) You are duly authorized to accept these Terms and Conditions on behalf of Your company; (ii) You have read and fully understood Your rights and obligations under these Terms and Conditions and (iii) You will abide by the terms of these Terms and Conditions as long as they are in force. We advise You to print a copy of these Terms and Conditions for Your records.

EXHIBIT A - PRODUCT-SPECIFIC TERMS: ONLINE SERVICES AND SOFTWARE CHANNEL AUTHORIZATION

Customer Agreement Acceptance.

- (a) Each Customer must accept the Customer Agreement prior to ordering Products from Indirect Reseller. If Customer has not already accepted the Customer Agreement, You must secure Customer's acceptance of such, and such acceptance must be in a manner that creates a legally enforceable contract between Microsoft and the Customer. You may not revise the Customer Agreement in any way. Microsoft may revise the Customer Agreement and acceptance requirements for future Customers on not less than thirty (30) days' prior notice. 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 their Subscription. You 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. Notwithstanding the foregoing, Microsoft may independently obtain the Customer's acceptance of the Customer Agreement.
- (b) By placing an order with Arrow, You represent and warrant that Customer has accepted the Customer Agreement. Microsoft may, at its discretion, accept or reject any proposed Customer. If Customer does not accept the terms of the Customer Agreement, You shall be liable to Arrow and Microsoft for any costs and damages incurred by Arrow and Microsoft due to such failure.
- (c) You will confirm the acceptance of the Customer Agreement by Customer as set forth in the Guide; failure to provide such confirmation may result in disablement of Customer's account.

General Product Related Obligations.

1. Product and Subscription Management. You will perform certain functions associated with the purchase, activation, support and management of Customer purchased Products. Those functions may be performed through the Partner Portal or other processes or tools identified in the Guide. You acknowledge and agree that from time to time Microsoft may update, as Microsoft in its sole reasonable discretion deems appropriate, the processes and tools needed to perform such functions and You may be required to implement such updates or changes to continue to perform the functions.
2. Disablement and Cancellation of Subscription Offers.
 - (a) As manager of Customer purchased Products, You may cancel a Subscription for a Customer. Arrow (i) will not provide a refund in connection with Your cancellation of a Subscription if such cancellation occurs outside of the stated return period, and (ii) reserves the right to invoice You for any future scheduled billings for any Subscription cancelled in such a manner; cancellation terms may vary depending on the Product. Upon cancellation, Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with You, with Microsoft directly, or to some other service. Upon request, Arrow may assist You with migration of Your t Customer's Data at an additional charge agreed to between You and Arrow.
 - (b) As manager of Customer purchased Products, You may temporarily disable a Customer's Subscription. Depending on the Product, Customer may continue to have limited or no access to the Product. Microsoft and Arrow will not be liable to You or Customer, in any manner whatsoever, in connection with Your disablement of the Customer's Subscriptions.
 - (c) Microsoft may temporarily disable a Customer's Subscription for legal or regulatory reasons or as otherwise permitted under the Microsoft Cloud Distribution Agreement between Arrow and Microsoft or the Customer Agreement. Arrow will notify You of such a disablement as soon as commercially reasonable. If Microsoft disables a Customer's Subscription, Microsoft and Arrow also will suspend billing for that Customer's Subscription until the Subscription is re-enabled. Except for in connection with Your breach of Your obligations under the Terms and Conditions, You will not be liable to Microsoft and Arrow in connection with Microsoft's disablement of a Customer's Subscription.
 - (d) If a Subscription is cancelled by Microsoft before its term expires and during Your billing cycle, (i) Arrow will provide a prorated credit for the un-used pre-paid portion of the cancelled Subscription in Your subsequent invoice, provided that such cancellation is not due to any violation of the terms of the Terms and Conditions or Customer's Customer Agreement with Microsoft and (ii) Arrow will not invoice You for any future scheduled billings for that Subscription.

OLS Subscription Offer Terms and Obligations

1. You may cause OLS Subscriptions to be sold for a term of any length as determined by You, provided, however, that (i) certain OLS Subscriptions will be sold by Arrow for a fixed term, as set forth below, and (ii) Your election to cause OLS Subscriptions to be sold for a period longer than the fixed term set forth below will not alter or enlarge Microsoft's obligations under the Indirect Reseller Agreement.
2. Fixed Term OLS Subscriptions.
 - (a) Products sold under fixed term OLS Subscriptions are sold for a term of 12 months, unless provided otherwise in the Guide or Product Specific Terms. You may choose to be billed and pay for fixed term OLS Subscriptions on a monthly or annual basis.
 - (i) If billed monthly, new OLS Subscriptions will expire 12 full calendar months after the date on which You purchase the OLS Subscription. For those new OLS Subscriptions billed monthly, You will be billed in advance for each month at Your scheduled invoice date, based on the applicable monthly OLS Subscription price.
 - (ii) If billed annually, new OLS Subscriptions will expire 12 full calendar months after the date on which You purchase the OLS Subscription. You will be billed in advance and in full at Your next scheduled monthly invoice.
 - (b) The unit price for the Online Service will not change during the term of the OLS Subscription.
 - (c) Any subsequent adjustments to OLS Subscriptions (e.g., adding seats) made mid-billing cycle will be calculated and post-billed at the subsequent invoice.
 - (d) Fixed term OLS Subscriptions may automatically renew for 12 months at the end of a subscription term. You may opt a Customer out of automatic renewal by updating the OLS Subscription through the Partner Portal either in advance of the next scheduled invoice or in accordance with the returns policy for new subscriptions. Pricing for a renewal term will be Arrow's pricing in the Price List in effect as of the commencement of the renewal term.

3. Consumption Subscriptions (“Pay-As-You-Go”)

(a) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.

(b) Consumption Subscriptions will be billed at Your 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 when prices decrease or increase. The unit price for an Online Service sold on a consumption basis may change during the subscription period.

4. Service Level Agreement Credits.

(a) Microsoft makes certain service level commitments to Customers in the SLA. If a Customer makes a claim on the SLA, You must promptly escalate the claim to Arrow and Microsoft for review. Microsoft will review the claim according to the standard SLA review process and determine whether any credit is due. Arrow will then apply any credit due on Your next billing reconciliation report. You must then credit the Customer at least the amount Arrow has paid You for the SLA credit. Customer is eligible for credits not to exceed the total monthly Subscription estimated retail price. Microsoft and Arrow reserve the right to audit outages on a per Subscription or per service basis at any time.

(b) Nothing in this section will be deemed to preclude You from proactively providing credits to Customers who make a claim on the SLA prior to submitting a claim to Microsoft via Arrow; provided, however, that the claim will remain subject to validation by Microsoft according to the standard SLA review process and, in the event the claim is determined by Microsoft to be invalid, Microsoft and Arrow will not be obligated to reimburse You for such credits and You will be solely liable for any credits You advanced to Customers.

Software Offer Terms and Obligations

1. Software Subscription Renewal. Certain Software Subscriptions may not automatically renew at the end of their term. You will be responsible for informing Customers about whether a purchased Software Subscription will require manual renewal or repurchase at the end of its term. Pricing for a renewal term will be Arrow’s price in the price list in effect as of the commencement of the renewal term.

2. Proof of License. Microsoft may issue license confirmations to Customers or provide them with access to a secure website with Customer licensing information. You will only deliver or facilitate the delivery of license confirmations to Customers who are entitled to receive them under a Customer Agreement. You will not change any written confirmation of a license that Microsoft provides to a Customer.

3. Installation of Software. You 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. In the case of installing Software on Customer’s behalf, You must take commercially reasonable efforts to confirm that the Customer has properly obtained the prerequisite Software. You must retain all records related to the installation of Software, and, upon request, will provide such records to Microsoft for verification. Any falsification of such Customer information provided to Microsoft will constitute grounds for immediate termination of Your participation in the distribution of Products.

4. Sufficient Number of Licenses. You must ensure that Your Customers acquire from You or Microsoft 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. You will promptly notify Arrow and Microsoft of any known or suspected failure by a Customer to possess sufficient numbers of Microsoft licenses.

Warranty and Defense Obligations

1. Warranty. Microsoft warrants its Products to Customers as described in the Customer Agreement.

2. Defense of Third-Party Claims.

(a) Microsoft Obligations. Microsoft will defend You as set forth in the Indirect Reseller Agreement.

(b) Your Defense Obligations. You will defend Arrow and 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 Arrow and Microsoft consent) associated with, a Claim that arises out of or is connected with any default or breach or alleged default or breach of the Terms and Conditions by You, Your sale or distribution of any Product, or any other act or omission by You.

Customer Data and Privacy Obligations

1. Privacy. Before obtaining information from Data Subjects, You must obtain their legally valid permission or have another valid legal basis to permit the processing and transfer of the data by You and Your Affiliates, Arrow and its Affiliates, Microsoft and Microsoft Affiliates, and each parties’ respective subsidiaries and service providers as contemplated hereunder. Microsoft may collect, use, transfer, disclose, and otherwise process each Customer’s data, including personal data, as described in the Customer Agreement. If obtaining Data Subject permission, such permission must comply with applicable law 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 purchased from Microsoft and not to any services or products provided by You. Except as You and Customer may otherwise agree, You 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 You and Customer may otherwise agree, You shall use Customer Data only to provide Customer with the Products and the support services specified under the Terms and Conditions and to assist Customer in the proper administration of the Products. Additionally, You 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 Law.

(c) If You receive a request for Customer Data either directly from a law enforcement agency or as redirected to You by Microsoft, then You shall redirect the law enforcement agency to request that Customer Data directly from Customer. If compelled to disclose Customer Data to law enforcement, then You 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 applicable Laws or judicial process.

(d) You shall require in Your agreements with Customer that, as and to the extent required by any Law, 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 applicable Law as determined by You; and (ii) obtain individual users' consent to the same.

(e) With respect to the Personal Data transferred hereunder, You and Microsoft agree that both You 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 our mutual Customer.

(f) In the event You become aware of (i) any unlawful access to any Customer Data, or (ii) unauthorized access to such facilities or equipment that contain Customer Data that results in the loss, disclosure or alteration of any Customer Data, or (iii) any actual loss of or suspected threats to the security of Customer Data (each, a "Security Incident"), You must notify Microsoft at cert@microsoft.com and Arrow promptly and without undue delay; provided that in the event a Security Incident involves Customer Personal Data, You must notify Microsoft and Arrow within 72 hours after having become aware of it.

3. Other Security Obligations. You will ensure (i) that only Your Representatives that are authorized to use the Partner Portal are given access accounts, (ii) that Your Representatives access and use the Partner Portal responsibly, and (iii) that all access credentials are responsibly managed and secured. You 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.

EXHIBIT B - PRODUCT-SPECIFIC TERMS: ONLINE SERVICES SUBSCRIPTIONS AND SOFTWARE CHANNEL AUTHORIZATION

1. Microsoft Azure Services Offer Terms. These terms will govern any rights granted to You to resell Microsoft Azure Services.

(a) Preview Releases. Microsoft may make preview releases available from time-to-time. Previews are provided “as-is,” “with all faults,” and “as-available,” as further described in the Customer Agreement. You are required to identify as a “Preview” any Products that are sold as a preview release to Your Customers and refer Customers to their Customer Agreement and the Online Services Terms for applicable terms.

(b) Microsoft Azure Limits and Resource Management. Some Microsoft Azure Services may include limits and maximum resources, known as “Usage Quota.” Usage Quotas may change periodically. Refer to <http://azure.microsoft.com/en-us/documentation/articles/azure-subscription-service-limits/> for the latest information on Limits and the Azure Resource Manager. If You or a Customer wants to raise a limit above a default limit, You must submit a request to Arrow on behalf of the Customer.

(c) Customer purchase of Azure services. You may provide a Customer subscription administrative rights that enable the Customer to provision or deprovision Azure subscription services within the Portal. This activity by the Customer will be treated as Your order on behalf of the Customer under the terms of the Terms and Conditions and at the price set by You. You will monitor Customer activities and manage any limits on the types or volume of services that Customers can provision or deprovision.

(d) Microsoft CSP Sandbox Environment. If Microsoft provides You with a CSP Sandbox tenant, access is provided as a courtesy for API integration testing only and not for any type of commercial purpose. Using it for any other purposes is a violation of its intended use. The following uses are strictly prohibited:

(i) Direct revenue-generating activities such as hosting a commercial website, hosting a customer’s applications or development of custom solutions for a specific client, cryptocurrency mining, providing development or systems integration services to others, etc.

(ii) Non-revenue-generating commercial activities such as providing free trials to customers, conducting proof-of-concept to customers, providing free resources to partner employees, etc.

(iii) Customer training (except for learning partners)

(iv) Reselling, transferring or otherwise giving unauthorized access to any third party.

You are responsible for all activities occurring within Your sandbox tenant and for any unauthorized access or usage including the use of any 3rd party applications. Refer to <https://docs.microsoft.com/partner-center/develop/set-up-api-access-in-partner-center> for API setup and use. Azure usage quotas also apply to the sandbox environment.

You will inform Microsoft and Arrow of any unauthorized access or suspicious activity detected in Your sandbox tenant within a reasonable timeframe. You are responsible for ensuring that any unused subscriptions and Azure resources are promptly disabled. You may be held financially liable to Microsoft and Arrow for Azure usage stemming from any abuse or fraudulent activity occurring within Your sandbox tenant.

MICROSOFT (A) PROVIDES THE APIS AND CSP SANDBOX TENANT “AS-IS” AND WITH ALL FAULTS; (B) PROVIDES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (C) DOES NOT GUARANTEE THAT THE APIS OR CSP SANDBOX TENANT WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT LOSS OF DATA WILL NOT OCCUR. Microsoft does not guarantee resource availability. Microsoft may change, suspend or delete any sandbox tenant or sandbox subscriptions at any point without prior notice. Microsoft does not guarantee that You can retrieve configuration or data from changed, suspended, or deleted sandbox accounts or subscriptions.

2. Azure Partner Shared Services Offer Terms. Azure Partner Shared Services are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Azure Partner Shared Services.

(a) Azure Partner Shared Services. You may provision tenants to be dedicated as the “Azure Partner Shared Services” tenants for the purpose of Your provisioning shared resources and to host multi-tenant SaaS solutions using Azure.

(b) Authorization. Notwithstanding anything in the Terms and Conditions to the contrary, Microsoft grants You the right to access and use Azure Partner Shared Services for the above purposes and to purchase Azure services for internal consumption; provided, however that You must keep separate tenants for Azure Partner Shared Services from all Your Customers’ tenants.

(c) Use Rights.

(i) Your access to and use of the Azure Partner Shared Services will be subject to the terms of the Customer Agreement as if You were the “Customer.” You will have complied with Your obligations under those terms of the Indirect Reseller Agreement addressing Customer Agreement acceptance by creating the Azure Partner Shared Services tenant.

(ii) As between You and Microsoft, You are solely responsible for assessing and fulfilling any use tax obligations, where applicable, arising out of Your exercise of the rights granted under these terms.

3. Microsoft Azure Stack Offer Terms. Microsoft Azure Stack services are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Microsoft Azure Stack.

(a) Definitions.

“Administrator Functions” means functions associated with the purchase, activation, support and management of Customer Subscriptions and Products.

“Administrator Subscription” is the default provider subscription in Microsoft Azure Stack (see Microsoft Azure Stack technical documentation (<https://docs.microsoft.com/en-us/azure/>)). This subscription is created for the system administrator during the Microsoft Azure Stack setup and deployment process. This subscription may be used solely to deploy and manage Microsoft Azure Stack Infrastructure Resources; it may not be used to run Tenant Workloads.

“Microsoft Azure Stack Infrastructure Resources” are the software resources, services, resource providers and storage accounts that are generated by the Microsoft Azure Stack setup and deployment scripts, and which enable Microsoft Azure Stack to function as a cloud that can be used to host and run Tenant Workloads. These do not include any Tenant Workloads.

"Tenant Workloads" are any virtual machines, storage accounts and applications (including PaaS applications) that are deployed by the system administrator or customers on Microsoft Azure Stack. These workloads typically are business applications or perform management task such as application backup and restore. The Tenant Workloads do not include the Microsoft Azure Stack Infrastructure Resources.

"Tenant" means an Azure Active Directory tenant.

"Product Terms" means the document that provides information about Products available through volume licensing. The Product Terms document is published at <http://www.microsoft.com/licensing/contracts> and is updated from time to time.

(b) Authorization. Microsoft hereby grants You the right to access and use the Administrator Subscription and the Microsoft Azure Stack Infrastructure Resources subject to the following conditions:

(i) You may not provision, deploy or run any Tenant Workloads in the Administrator Subscription. The Administrator Subscription may be used solely to perform Administrator Functions and run the Microsoft Azure Stack Infrastructure Resources;

(ii) You must keep separate the Tenant that You use for the Administrator Subscription from all Your Customers' Tenants; and

(iii) You may only perform Administration Functions from the Administrator Subscription.

(c) Use Rights.

(i) Your access and use of the Microsoft Azure Stack Infrastructure Resources will be consistent with the terms of the Customer Agreement, as if You were the "Customer" thereunder, and You will be deemed to have complied with Your obligations under those terms herein and in the Indirect Reseller Agreement addressing Customer Agreement acceptance.

(ii) You may use Microsoft Azure Stack only on the hardware on which it is preinstalled. Microsoft Azure Stack includes Windows Server, Windows Software Components and SQL Server Technology, each of which are subject to the Included Technologies section of the Product Terms and may not be used outside of Microsoft Azure Stack. The Enterprise and Developer Privacy Statement located at <https://www.microsoft.com/en-us/privacystatement/EnterpriseDev> applies to Your use of Microsoft Azure Stack.

(d) Customer Disclosures. You shall prominently disclose to Customers who purchase Microsoft Azure Stack software or services hosted by You that:

(i) Such software and use are hosted by You and not Microsoft; and

(ii) Use of such software or services is subject to Your privacy practices and not those of Microsoft.

(e) Verifying Compliance. If an audit of You discloses that You have used the Microsoft Azure Stack Infrastructure Resources for any reason other than Administrator Functions, Microsoft or Arrow may require You to reimburse Microsoft or Arrow for the estimated retail price of such Microsoft Azure Stack Infrastructure Resources, without prejudice to any of Microsoft's other legal or equitable rights or remedies. Such amounts shall be paid promptly upon receipt of an invoice from Microsoft or Arrow.

(f) Incentives. Orders placed under the Administrator Subscription for any Microsoft Azure Stack Infrastructure Resources will not be eligible for incentives.

(g) Tax. As between You and Microsoft and Arrow, You are solely responsible for assessing and fulfilling any use tax obligations arising out of Your exercise of the rights granted under these terms.

4. Skype for Business Online PSTN Services Offer Terms. Skype for Business Online PSTN Services are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Skype for Business Online PSTN Services.

(a) PSTN Service Provider. Skype for Business Online PSTN Services ("PSTN Services") enable users to communicate with others via the worldwide voice telephone network known generally as the Public Switched Telephone Network. PSTN Services are provided to Customers in the United States by Skype Communications US Corporation, a subsidiary of Microsoft Corporation. PSTN Services are provided to Customers outside the United States by the Microsoft Affiliate that signs the Customer Agreement with the Customer.

(b) Taxes. Notwithstanding anything to the contrary in the Terms and Conditions, amounts You must pay Microsoft or Arrow for certain Products may be tax inclusive. Tax inclusive amounts will be specified as such on the invoice. You are responsible for paying any applicable Taxes on or with respect to Your activities in connection with the Terms and Conditions.

(c) Important Information About Emergency Calling/911 in the US. 911 emergency calling operates differently with Skype for Business Online PSTN Calling services than on traditional telephone services. You must inform Customers that they are required to notify each user of the Skype for Business Online PSTN Calling services of these differences. The differences include the following: (i) Skype for Business may not know the actual location of a 911 caller, which could result in a 911 call being routed to the wrong 911 call center and/or emergency services being dispatched to the wrong location; (ii) when a Skype for Business user dials a 911 call, the user may be asked by an operator to provide his or her current location to assist in properly routing the 911 call and dispatching emergency services; (iii) if the user's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make a 911 call through Skype for Business Online PSTN Calling services; and (iv) although Skype for Business Online PSTN Calling services can be used anywhere in the world where an Internet connection is available, users should not call 911 from a location outside the U.S. because the call likely will not be routed to the appropriate call center in that country.

5. Microsoft Dynamics 365 Offer Terms. Microsoft Dynamics 365 Products are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Microsoft Dynamics 365 Products.

(a) Microsoft Dynamics 365 for Operations, Enterprise edition; and Microsoft Dynamics 365 Plan 2, Enterprise edition. If You resell any of the Products identified above, You must purchase and maintain a Microsoft Dynamics Advanced support for partners plan ("ASFP") or higher Microsoft plan. In addition, at least two (2) of Your employees must pass the Microsoft Dynamics 365 technical exams. You can purchase ASFP at <https://partner.microsoft.com/en-US/Support/advanced-cloud-support>. Any support provided to You by Microsoft through ASFP will be subject to the service terms presented to You at the time ASFP is purchased.

(b) Microsoft Dynamics 365 for Sales, Enterprise edition; Microsoft Dynamics 365 for Customer Service, Enterprise edition; Microsoft Dynamics 365 for Project Service Automation, Enterprise edition; Microsoft Dynamics 365 for Field Service, Enterprise, edition; and Microsoft Dynamics 365 Plan 1. If You resell any of the Products identified above, at least two (2) of Your employees must pass the Microsoft Dynamics 365 technical exams as outlined in MPN.

6. Government Offer Terms. Government Offers are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Government Offers.

(a) Government Customers. Products identified in the Price List(s) as “Government” (“Government Products”) may be provided only to Government Customers for their use. You are responsible for validating Government Customer eligibility prior to any resale of such Product. You must retain documentation to validate a Government Customer’s status in the event of an audit. Government Customer status validation must be in the form of a valid government purchase order. You will use reasonable efforts to promote Government Products only to Government Customers. If You market Government Products, You shall do so only with advertisement or marketing materials that clearly indicate that the Government Product is only available for purchase by Government Customers.

(b) Relationship of Parties. To the extent that You provide Products to any federal, state or local government, You acknowledge that Microsoft and Arrow are not a subcontractor to You, and You are solely responsible for meeting any obligations imposed on You (e.g., federal, state or local government contract flow-down provisions such as the US FARS, DFARS, etc.) by Your Customers. If a court or other authoritative body determines that Microsoft or Arrow is a subcontractor, You agree to assert on Microsoft’s and Arrow’s behalf that Products are commercial items. You represent that no sales or contracts to public sector entities are contingent on Your receipt of any incentive or investment amounts from Microsoft. If You have a cost-based government contract, You will factor in any resulting reduction of costs that any incentive or investment amounts from Microsoft may generate and will disclose them as necessary to Customers.

7. Education Offer Terms. Education Offers are available for resale only if You have met the eligibility requirements set by Microsoft. These terms will govern any rights granted to You to resell Education Offers.

(a) Eligibility. If You are an Authorized Education Partner (“AEP”), You may resell those Products identified on the price list as “Academic” (“Education Products”) directly to Education Customers. If You wish to resell Education Products indirectly through resellers to Education Customers, You must (i) have separately qualified for and executed the Distributor Authorization Terms, (ii) fill out the registration form for “Distributor” in the AEP portal and (iii) ensure that Your resellers are AEPs. Find more information about becoming an AEP at the AEP Portal: <https://www.mepn.com/MEPN/AEPHome.aspx>.

(b) Education Customers. Education Products may be provided only to Education Customers for their use. You are responsible for validating Education Customer eligibility prior to any resale of such Product. “Education Customer” means any Customer that meets the education customer eligibility requirements found at <http://www.aka.ms/academiceligibility>

8. ISV Cloud Embed Offer Terms. ISV Cloud Embed Offers are available only if You have met the eligibility requirements set by Microsoft on the ISV Cloud Embed Program Page found at: <https://partner.microsoft.com/en-gb/marketing/details/isv-cloud-embed>. These terms will govern any rights granted to You to use and resell ISV Cloud Embed Offers.

(a) Definitions.

“Embedded editions of Products” means any Products designated by Microsoft as available under the ISV Cloud Embed Offers, as listed in the ISV Cloud Embed Program Page. Microsoft can add additional Embedded editions of Products by giving notice to You through the Portal updating the list of products on the ISV Cloud Embed Program Page.

“Embedded Unified Solution” means a business application developed by You and approved by Microsoft that You license to Customers that (i) Integrates one or more Embedded editions of Products, (ii) adds significant and primary functionality to the Embedded Product(s), and (iii) leverages and executes certain functionality within the Embedded editions of Products.

“Integrate,” or forms thereof, means including one or more Embedded editions of Products (provided to You by Microsoft according to the use rights and terms under the Indirect Reseller Agreement or related development or API access agreements) along with Your software, services, and/or other third-party products to comprise the Embedded Unified Solution.

“ISV Customer Agreement” means Your agreement with a Customer that is used to grant a right to use the ISV Portion.

“ISV Portion” means the ISV’s software applications and scripts (and third-party software applications, if applicable) included in the proposed Embedded Unified Solution.

(b) Limited Authorization for Embedded Unified Solutions. Microsoft grants You a limited use right to access, modify (solely to the extent required to Integrate), resell and make available the Embedded edition of the Product solely as part of the Embedded Unified Solution. You may not resell the Embedded editions of Products as a standalone offering. Your failure to comply with the terms and conditions of ISV Cloud Embed Additional Terms will constitute a breach of these Terms and Conditions and the Indirect Reseller Agreement.

(c) Compatibility of the Embedded Unified Solution. You must maintain and ensure ongoing compatibility of the ISV Portion with the current version of the Embedded edition of the Product in order to maintain functionality of the Embedded Unified Solution. Microsoft agrees to give You notice of changes to the Embedded edition of the Product through the manner in which Microsoft provides general notice to its partner and customer community of such changes, or through any other reasonable manner, to enable You to comply with this section.

(d) Configuration of Embedded editions of Products. You must not modify any Embedded edition of a Product in a manner that prevents it from operating in accordance with its documentation, causes degradation of it, prevents Microsoft from servicing, updating or supporting it, or in any way that invalidates the Customer Agreement.

(e) ISV Customer Agreements for Embedded Unified Solutions. In addition to the Customer Agreement, You must cause each Customer to agree to an ISV Customer Agreement prior to ordering Embedded Unified Solutions from You. The ISV Customer Agreement must not provide any warranty for the Embedded Unified Solution on behalf of Microsoft or accept any liability on behalf of Microsoft for the Embedded Unified Solution.

(f) Branding and Ownership of Derivative Works. If the Embedded Unified Solution includes Your (or third party’s) branding, the branding must comply with Microsoft’s co-branding guidelines. You acknowledge that the Embedded Unified Solution is a derivative work based upon the Embedded edition of the Product. You will own any Intellectual Property Rights in the Embedded Unified Solution to which You may be entitled under applicable law by virtue of their creation of any modification, addition or adaptation pursuant to the license granted under the ISV Cloud Embed.

(g) Embedded Unified Solution Validation. Prior to offering subscriptions to the Embedded Unified Solution for sale, You must receive validation from Microsoft that the Embedded Unified Solution satisfies the Microsoft AppSource guidelines available at <https://appsource.microsoft.com/en-us/partners>, or a successor website. You shall cause the Embedded Unified Solution to remain in compliance with such guidelines throughout the term of the Terms and Conditions.

(h) No Warranties for Other Items. With respect to Embedded Unified Solutions only, those terms herein addressing “Warranty and Indemnity Obligations” are supplemented with the following:

No Warranties for Other Items. Microsoft makes no warranties or conditions as to any Embedded Unified Solution, any of Your or third party components thereof (including the ISV Portion) or any other items distributed under Your or a third party name, copyright, trademark or trade name that may be offered with or incorporated with the Embedded edition of the Products. To the maximum extent permitted by applicable law, Microsoft will have no liability in connection with Your or third party items (such as any supply or failure to supply them) that make up or are distributed in connection with an Embedded Unified Solution.

(i) Your Defense Obligations. With respect to Embedded Unified Solutions only, those terms herein addressing “Warranty and Indemnity Obligations” are supplemented with the following addition to definition of “Third Party Claim”:

“Third Party Claim” also means any third party claims or allegations against Microsoft or Arrow that arise out of or are connected with any Embedded Unified Solution or services You or a Customer provides that are alleged to directly or indirectly infringe the third party’s patent, copyright or trademark or make unlawful use of its trade secret.

9. Third Party Offer Terms. These terms will govern any rights granted to You to resell Third Party Offers. Except as provided below, all limitations, disclaimers, and Your obligations herein and in the Indirect Reseller Agreement that apply to Products and Subscriptions apply to Third Party Offers.

(a) Definitions.

“Developer” means the provider of the Third Party Offer.

“Developer Customer Agreement” means the terms and conditions, and usage rights for the Customer associated with the applicable Third Party Offer provided by Developer.

“Third Party Offers” means that selection of Non-Microsoft Products made available through a marketplace capability on the Portal at Microsoft’s discretion

(b) Your Eligibility to Resell. You may request access to the Third Party Offers by completing Third Party Offers Interest Form. Microsoft may limit the number and geography of resellers of Third Party Offers. Microsoft may limit the number and geography of resellers of Third Party Offers.

(c) Terms Subject to Developer Policy. Developers provide Third Party Offers subject to the terms of the associated Developer Customer Agreement and policies of that Developer. THE MICROSOFT CUSTOMER AGREEMENT, OST, PRODUCT SPECIFIC TERMS, AND TERMS OF THE TERMS AND CONDITIONS THAT ADDRESS “DEFENSE OF INFRINGEMENT CLAIMS”, OR SIMILAR TERMS, THAT APPLY TO PRODUCTS FROM MICROSOFT DO NOT APPLY TO THIRD PARTY OFFERS.

(d) Third Party Customer Agreement Acceptance. You must provide each Customer with the Third Party Customer Agreement associated with each Third Party Offer ordered by that Customer. If the agreement has regional versions based on the Customer location, You must provide the appropriate regional version to the Customer. Customer must accept the applicable Third Party Customer Agreement(s) in a manner that creates a legally enforceable contract between Developer(s) and the Customer. If Microsoft provides You an updated Third Party Customer Agreement, then Customer for that Third Party Offer must agree to the new Third Party Customer Agreement at or before renewal of their subscription. The links to access current Third Party Customer Agreements are made available on the Portal. By placing an order with Microsoft or Arrow, You (i) represent and warrant that Customer has accepted the associated Third Party Customer Agreement; and (ii) agree to pay Microsoft or Arrow for all orders You submit for Third Party Offers.

(e) Ordering and Delivery. You will order, pay for, and conduct administration including disablement and cancellation, of Third Party Offers through the Portal. Microsoft will provide You with instructions to access the Developer’s site for that offer. You will use Developer’s site and designated processes for delivery of Third Party Offers, including provisioning and assignment of licenses and other service management. You are responsible for submitting all required fields requested in the Portal and through Developer’s site for the Third Party Offers to be delivered and managed. You agree to respond to Developer or Microsoft’s reasonable request for certain types of tax documentation (for example, copies of withholding tax receipts or copies of the US sales and US tax resale exemption certificates). THE DEVELOPERS’ SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY DEVELOPER’S SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES.

(f) Support. Developer of a Third Party Offer provides technical support and service level commitments to Customer on that offer, as provided in Third Party Customer Agreement. You are responsible for all other support for Third Party Offers as provided in the Terms and Conditions, including billing, account set-up, payment. You may route technical support queries from Customers to the Developer of the Third Party Offer through the process and subject to the limitations designated by Microsoft or the Developer.

(g) Cancellation. You may cancel a subscription for a Third Party Offer for a Customer. Early termination of a subscription may result in a charge and will only be eligible for a refund to the extent allowed for by Microsoft and Developer for that Third Party Offer. Upon cancellation, Customer may have an opportunity to migrate any Customer data to either a new subscription with You, Developer or Microsoft or some other service.

(h) Termination Notice. Either party can terminate participation in selling a Third Party Offer or all Third Party Offers 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 arrangement without cause. If Your ability to sell a Third Party Offers terminates or expires, You, Microsoft, and Arrow will work in good faith to develop and specify options available to existing Customers at the end of such period and issue any necessary communication to such Customers describing such options. This will include, if available, an option to purchase Third Party Offers directly from Microsoft, Developer or other resellers.

10. Non-profit Offer Terms. Non-profit Offers are available for resale only if You have met the eligibility requirements set by Microsoft.

These terms will govern any rights granted to You to resell Non-Profit Offers.

(a) Non-profit Customers. You can only provide products identified in the price list as “Charity” to Non-profit Customers for their use. “Non-profit Customer” means any entity that meets the non-profit customer eligibility requirements found at: <https://www.microsoft.com/en-us/nonprofits/eligibility>. An entity claiming eligibility to purchase as a Non-profit Customer must have its non-profit eligibility verified by Microsoft’s third party customer validation vendor, TechSoup, at: <https://nonprofit.microsoft.com/#/register>

11. Reservations Terms. These terms will govern any rights granted to You to purchase or resell Reservation Offers.

(a) “Reservations” means an advanced purchase of eligible Marketplace Offerings for a specified term and region (e.g. Reserved Software Instances, etc.). Reservations are purchased for specified terms of up to three years. Reservations expire at the end of the specified term. Refunds are not available for unused Reservations. Unless indicated otherwise for a Marketplace Offering, exchange and cancellation are not available. Reservation pricing will be based on the available pricing at the time of each purchase. Reserved Instances for software do not include the cost of compute.