



## Microsoft Azure Online Services

### 1. **TERMS AND CONDITIONS**

a. **Standard Support Services** CDW will provide its standard support services for the Azure Online Services subject to the [Cloud Services Standard Terms and Conditions](https://www.uk.cdw.com/site-tools/terms-conditions/) on Seller's website at <https://www.uk.cdw.com/site-tools/terms-conditions/> and as set forth in the Azure from Seller Service Description <https://uk.cdw.com/media/pdf/Azure%20from%20CDW%20Service%20Description.pdf> unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and cloud services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

b. **Azure Online Services** Customer's obligations in respect of the Azure Online Services, including its payment obligations, and any additional backup configuration services provided to Customer, are subject to the current [Third Party Cloud Services Terms and Conditions](https://www.uk.cdw.com/site-tools/terms-conditions/) on Seller's website at <https://www.uk.cdw.com/site-tools/terms-conditions/>, unless an Existing Customer Agreement is in place which covers such terms, in which case, such Existing Customer Agreement shall apply.

2. **PAYMENT** – Customer will pay all Fees for the use of the Azure Online Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been agreed to in writing between Customer and Seller. Seller will invoice Customer for Azure Online Services on a monthly basis in arrears based on Customer's actual usage in the preceding month. Pricing will be based on the pricing effective during the current billing cycle. Seller reserves the right to increase the price that it charges Customer for the Azure Online Services in response to increases made by Microsoft

3. **CANCELLATION** – Customer may terminate any Online Service or Online Service Add-Ons by providing written notice of cancellation to [cspcancellations@uk.cdw.com](mailto:cspcancellations@uk.cdw.com) at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer's notice of cancellation is not received in a timely manner, the Online Services and any Online Service Add-Ons will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred prior to cancellation.

4. **FUTURE ORDERS** – Any purchase by Customer of additional Online Services ("Future Order(s)") will be governed by the terms and conditions of the CSO. All Future Order(s) must include the name of the applicable Online Service, and the additional licensed unit quantity. The Initial Subscription Term for any Future Order(s) will automatically renew thereafter for additional Renewal Terms at Seller's then current rate and terms.

5. **REQUIRED ACCESS** – Seller requires access to Customer's Online Service environment, which means that Customer is required to grant Seller (a) access through the "Reader and Service Request Contributor" roles for all resources in Customer's Online Service Azure subscriptions billed under this Customer Service Order through the Microsoft Azure Portal, and (b) the "Global Reader and Services Support Administrator" roles through the Microsoft 365 Admin Portal and (c) such other access as is reasonably required in order for Seller to provide support services. Seller reserves the right to define the exact mechanism for such administrative access, and Seller will notify Customer of any required changes to such mechanisms. If Customer removes Seller's access via the roles previously identified or through Security Access Policies, Seller reserves the right to charge Customer an additional fee equal to twenty percent (20%) of Customer's Azure/M365 consumption fees starting on the date Seller's access is changed, and this shall form part of

the Fees payable to Seller. Upon restoration of Seller's access, Seller will no longer charge such additional fees from the date that Seller has obtained, and confirmed, that Seller has access. If the Seller cannot gain access to the Customers' tenant/subscriptions then no support can be provided until such access is restored.

6. **MICROSOFT COPILOT CONSUMPTION BILLING** - Cowork (an AI-powered digital teammate that can carry out multi-step tasks across Microsoft 365 to deliver completed work, not just recommendations) and Work IQ API (an API which provides secure, intelligent access to Microsoft 365 data, enabling AI agents to understand context and complete tasks, not just retrieve information) are billed through a consumption based model using Copilot Credits, Microsoft's pay-as-you-go unit for AI usage. Copilot Credits measure actual usage and are a unified consumption currency that covers Cowork, Work IQ API, Microsoft Copilot Studio, and other Microsoft AI services, so Customer is billed based on actual consumption in addition to any fixed subscription licensing. Consumption billing is configured and activated in the Microsoft 365 Admin Portal by Seller as the CSP partner. To enable activation, Seller requires access to Customer's Online Service environment, which means that Customer is required to grant Seller (a) access through the "Contributor" role for the named Azure subscription through the Microsoft Azure Portal, and (b) the "Billing Administrator," "User Administrator" and "Directory Writer" roles through the Microsoft 365 Admin Portal for five business days. Seller also requires detailed spending policy requirements. If Seller cannot gain access to Customer's subscription or if spending policy details are not provided, activation cannot be implemented. By requesting activation, Customer authorises Seller, on Customer's behalf, to set up Copilot Credits, and if no budget is set, Customer and not Seller will remain liable for any overspend.
7. **AZURE SAVINGS PLAN FOR COMPUTE** - Azure Savings Plan for Compute, which is available from October 2022 ("Savings Plan") allows the Customer to choose a 12 month or 36 month Savings Plan which can be billed monthly in arrears or upfront for the full term of the Savings Plan. The term starts immediately after receipt of confirmation to the Customer from CDW that the Savings Plan is active within the Azure Portal. Once the Savings Plan is active, the term of the Savings Plan cannot be modified or cancelled. If Customer requires additional usage, they may add an additional Savings Plan upon request to CDW. If the Customer does not reach the committed consumption target outlined in the purchased Savings Plan, the Customer will still be liable and billed for the full commitment for the term of the Savings Plan.
8. **SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Azure Online Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
9. **NON-REFUNDABLE** - All Fees paid to Seller are non-refundable.
10. **CUSTOMER DATA PROCESSING NOTICE REQUIREMENT** - To the extent required by law, Customer shall notify any individual users of the Azure Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Seller and shall obtain the user's consent to the same.
11. **CSP PARTNER TO PARTNER TRANSFERS** - If Customer requests an online transfer of Azure subscriptions, reservations, and savings plans to Seller, Seller will work with Customer to perform an Azure Quick Review (AZQR) to analyse the Azure resources and ensure suitability for transfer. If Customer requests an online transfer of Azure subscriptions, reservations, and savings plans from Seller, Seller is under no obligation to approve such request, but if such request is approved, such request will be considered a request to cancel and Section 3 will apply.