



NCE Microsoft 365 Online Services

1. TERMS AND CONDITIONS – Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at <https://www.uk.cdw.com/site-tools/terms-conditions/>, 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.

2. PAYMENT – Customer will pay all Fees (as defined herein) for the use of the Online Services and any Online Service Add-Ons 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 negotiated between Customer and Seller. In addition to the Service Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or other add-ons that Customer uses within the Online Services. If Customer elects to make annual/triennial payments for the Online Services, Seller will invoice Customer in advance for the Initial Term. If Customer elects to make monthly payments for the Online Services, Seller will invoice Customer on a monthly basis in arrears for the Online Services and Online Service Add-Ons. Seller will also invoice Customer in arrears for any pro-rated Online Services or Online Service Add-Ons, metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Online Services, Online Service Add-ons, and all additional fees due hereunder are collectively referred to as "Fees".

3. SUBSCRIPTION TERM START DATE – The subscription term will start on the date that Microsoft activates the applicable Cloud Service. The subscription term for the Cloud Services will automatically renew for additional terms equal to the length of the Initial Subscription Term (each a "Renewal Term") unless (i) Customer cancels the Cloud Services as set forth below or (ii) elects for Extended Service Terms (EST).

4. FUTURE ORDERS – Any purchase by Customer of additional Online Services ("Future Order(s)") will be governed by the terms and conditions of this 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. ONLINE SERVICE LICENSE UPGRADES – Customer may upgrade existing licensed units to different Online Services upon written notice to Seller (each an "Upgrade Order"). All Upgrade Order(s) must include the name of the quantity of licensed units to be upgraded, and the new Online Service. Upon Seller's receipt of an Upgrade Order, subscriptions for the originally purchased Online Service will be cancelled and new subscriptions will be created for the new Online Services. Upgrade Orders may require the reassignment of licenses and/or reinstallation of software by the Customer. Customer understands and agrees that any new Online Services purchased pursuant to an Upgrade Order may have different functionality compared to the original licensed Online Services.

6. LICENSED UNIT DECREASE – Customer may decrease the number of licensed units for existing Online Services at subscription renewal either upon written notice to Seller or via CDW Subscription Hub. If notice is given to the Seller this must be no less than 10 days before the next subscription period is to commence, Customer may decrease the number of licensed units for existing Online Services or Online Service Add-Ons. Such decrease in the number of licensed units will only take effect within the first 5 days of the subscription renewal period. If such request is received after this time, the decrease in the number of licensed units will only take effect in the next subscription renewal period. Subject to this clause 6, Seller will calculate updated billing fees, effective on the date Seller processes such request.

7. LICENSED UNIT INCREASE – Customer may increase the number of licensed units for existing Online Services at any time either upon written notice to Seller or via CDW Subscription Hub. The Initial Term for any additional licensed units will expire on the same date as Customer's previously licensed units for the same Online Service, and thereafter, will automatically renew at Seller's then current rate for the same Renewal Term applicable to the original Online Service ordered under this CSO.

8. REQUIRED ACCESS – Seller will require access to Customer’s Online Service environment, which means that Customer is required to grant Seller a) the “Global Reader (Can read everything that a global administrator can, but not update anything) and Service Support Administrator (Can read service health information and manage support tickets)” roles through the Microsoft 365 Admin Portal and b) 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 the Seller cannot gain access to the Customers’ tenant/subscriptions then no support can be provided until such access is restored.

9. CANCELLATION – Customer may terminate any Online Service or Online Service Add-Ons by providing written notice of cancellation to 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. Services will become unavailable immediately after expiration

10. EXTENDED SERVICE TERMS (EST) – Customer may elect to place subscriptions into EST by providing no less than 30 days’ notice. Placing subscriptions into EST will trigger a 3% increase for monthly term and billing types or a 23% increase for other term & billing types. No modifications are permitted to the subscriptions with the exception of cancellation or conversion during EST. Services will continue on a monthly term during EST and can be cancelled or converted at any point.

11. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Online Services and Online Service Add-Ons if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

12. NON-REFUNDABLE – Except for Customer’s rights to cancel licensed units pursuant to a Transfer Order or a licensed unit decrease as set forth in Section 6 above, for any Online Services and Online Service Add-Ons that are billed for on a yearly basis, Customer will be obligated to make payments through the end of the Initial Subscription Term and any Renewal Term, and all Fees prepaid to Seller are non-refundable.

13. PRIVACY AND CUSTOMER DATA – Customer hereby consents to and authorizes Seller and Microsoft to process Customer data as contemplated by the Microsoft Online Services. Furthermore, Customer agrees that, as and to the extent required by law, Customer shall notify the individual users of the 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.

14. TENANT AND SUBSCRIPTION PROVISIONING – All Online Services include tenant and subscription provisioning services, including; (a) creation of new Customer tenant, (b) verifying Customer’s ownership of existing tenant(s), (c) provisioning subscriptions into Customer’s tenant, and (d) ongoing management of subscriptions provisioned by Seller or customer, including, but not limited to, cancelling, renewing and modifying such subscriptions.

15. SUPPORT SERVICES – Except in relation to NCE Microsoft 365 (Perpetual Software Licenses), all other Online Services include a Seller support team to provide Support to Customer in accordance with Seller’s Support Service Terms set forth in the Microsoft 365 Service Description available upon request from the Seller and governed by the Cloud Service Terms at <https://www.uk.cdw.com/site-tools/terms-conditions/> (CDW will supply Cloud Services to all Customers under these terms).

16. CSP PARTNER TO PARTNER TRANSFERS – When a Customer requests an online subscription transfer to Seller, the Seller will work with the Customer to collect relevant details—such as quantity, billing term, and contract term—from their current provider. The Seller will then issue a quote for the listed subscriptions. Any transferred subscriptions not included in the quote will be billed at the manufacturer’s suggested retail price. If Customer requests an online subscription 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 9 will apply.