

MICROSOFT PROGRAM GUIDE

related to the TECH DATA Additional Terms (Indirect Reseller)

This Microsoft Program Guide is provided by Tech Data and related to the Microsoft's requirements and guidelines for Online Service Subscriptions and Software Channel Authorization regarding the resale of the Products in the Territory. All terms not defined herein will have the meaning given them in TECH DATA Additional Terms.

The Microsoft Program Guide shall commence with the acceptance of the TECH DATA Additional Terms by and between Tech Data and the Reseller. All requirements, duties, regulations which are associated to the so called "Company" within this Microsoft Program Guide will apply to the Reseller directly and also within the contractual relationship between Tech Data and the Reseller.

A) Product Specific Terms and Conditions.

1. Microsoft Azure Services Offer Terms. These terms will supplement the Channel Authorization and will govern any rights granted to Company 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. Company is required to identify as a "Preview" any Products that are sold as a preview release to its 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 Company or a Customer wants to raise a limit above a default limit, Company must submit a request to Microsoft on behalf of the Customer.

(c) Customer purchase of Azure services. Company 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 a Company order on behalf of the Customer under the terms of the Agreement and at the price set by Company. Company will monitor Customer activities and manage any limits on the types or volume of services that Customers can provision or deprovision.

2. Azure Partner Shared Services Offer Terms. Azure Partner Shared Services are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell or distribute, as applicable, Azure Partner Shared Services.

(a) Azure Partner Shared Services. Company may provision tenants to be dedicated as the "Azure Partner Shared Services" tenants for the purpose of Company's provisioning shared resources and to host multi-tenant SaaS solutions using Azure.

(b) Authorization. Notwithstanding anything in the Agreement to the contrary, Microsoft grants Company 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 Company must keep separate tenants for Azure Partner Shared Services from all Company's Customers' tenants.

(c) Use Rights.

(i) Company's access to and use of the Azure Partner Shared Services will be subject to the terms of the Customer Agreement as if Company were the "Customer." Company will have complied with its obligations under those terms of the Channel Authorization addressing Customer Agreement acceptance by creating the Azure Partner Shared Services tenant.

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

3. Microsoft Azure Stack Offer Terms. Microsoft Azure Stack services are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern

any rights granted to Company to resell Microsoft Azure Stack Services hosted on hardware that is owned or operated by Company.

(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. Notwithstanding anything in the Agreement to the contrary, Microsoft hereby grants Company the right to access and use the Administrator Subscription and the Microsoft Azure Stack Infrastructure Resources subject to the following conditions:

(i) Company 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) Company must keep separate the Tenant that Company uses for the Administrator Subscription from all Company’s Customers’ Tenants.; and

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

(c) Use Rights.

(i) Company’s access and use of the Microsoft Azure Stack Infrastructure Resources will be consistent with the terms of the Customer Agreement, as if Company were the “Customer” thereunder, and Company will deemed to have complied with its obligations under those terms of the Channel Authorization addressing Customer Agreement acceptance.

(ii) Company 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 Company’s use of Microsoft Azure Stack.

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

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

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

(e) Verifying Compliance. If an audit of Company discloses that Company has used the Microsoft Azure Stack Infrastructure Resources for any reason other than Administrator Functions, Microsoft may require Company to reimburse Microsoft 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.

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

ii (g) Tax. As between Company and Microsoft, Company is solely responsible for assessing and fulfilling any use tax obligations arising out of Company's 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 Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company 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 Agreement, amounts Company must pay Microsoft for certain Products may be tax inclusive. Tax inclusive amounts will be specified as such on the invoice. Company is responsible for paying any applicable Taxes on or with respect to its activities in connection with the Agreement.

5. Microsoft Dynamics 365 Offer Terms. Microsoft Dynamics 365 Products are available for resale only if Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Microsoft Dynamics 365 Products.

(a) Microsoft Dynamics 365 for Operations, Enterprise edition; and Microsoft Dynamics 365 Plan 2, Enterprise edition. If Company resells any of the Products identified above, Company must purchase and maintain a Microsoft Dynamics Advanced support for partners plan ("ASFP") or higher Microsoft plan. In addition, at least two (2) of Company's employees must pass the Microsoft Dynamics 365 technical exams. Company can purchase ASFP at <https://partner.microsoft.com/en-US/Support/advanced-cloud-support>. Any support provided to Company by Microsoft through ASFP will be subject to the service terms presented to Company 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 Company resells any of the Products identified above, at least two (2) of Company's 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 Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company 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. Company is responsible for validating Government Customer eligibility prior to any resale of such Product. Company 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. Company will use reasonable efforts to promote Government Products only to Government Customers. If Company markets Government Products, Company 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 Company provides Products to any federal, state or local government, Company acknowledges that Microsoft is not a subcontractor to Company, and Company is solely responsible for meeting any obligations imposed on Company (e.g., federal, state or local government contract flow-down provisions such as the US FARS, DFARS, etc.) by its Customers. If a court or other authoritative body determines that Microsoft is a subcontractor, Company agrees to assert on Microsoft's behalf that Products are commercial items. Company represents that no sales or contracts to public sector entities are contingent on Company's receipt of any incentive or investment amounts from Microsoft. If Company has a cost-based government contract, Company 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 Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Education Offers.

(a) Eligibility. If Company is an Authorized Education Partner (“AEP”), it may resell those Products identified on the price list as “Academic” (“Education Products”) directly to Education Customers. If Company wishes to resell Education Products indirectly through resellers to Education Customers, it 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 its 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. Company is 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 Company has 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 supplement the Channel Authorization and will govern any rights granted to Company 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 Company through the Portal updating the list of products on the ISV Cloud Embed Program Page.

“Embedded Unified Solution” means a business application developed by Company and approved by Microsoft that Company licenses 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 Company by Microsoft according to the use rights and terms under the Agreement or related development or API access agreements) along with Company’s software, services, and/or other third-party products to comprise the Embedded Unified Solution.

“ISV Customer Agreement” means the Company’s 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 Company 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. Company may not resell the Embedded editions of Products as a standalone offering. Company’s failure to comply with the terms and conditions of ISV Cloud Embed Additional Terms will constitute a breach of the Agreement.

(c) Compatibility of the Embedded Unified Solution. Company 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 Company 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 Company to comply with this section.

(d) Configuration of Embedded editions of Products. Company 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, Company must cause each Customer to agree to an ISV Customer Agreement prior to ordering Embedded Unified Solutions from Company. 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 Company’s (or third party’s) branding, the branding must comply with Microsoft’s co-branding guidelines. Company acknowledges that the Embedded Unified Solution is a derivative work based upon the Embedded edition of the Product. Company will own any Intellectual Property Rights in the Embedded Unified Solution to which they 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, Company 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. Company shall cause the Embedded Unified Solution to remain in compliance with such guidelines throughout the term of the Agreement.

(h) **No Warranties for Other Items.** With respect to Embedded Unified Solutions only, those terms of the Channel Authorization 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 Company or third party components thereof (including the ISV Portion) or any other items distributed under Company’s 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 the Company 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) **Company’s Defense Obligations.** With respect to Embedded Unified Solutions only, those terms of the Channel Authorization 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 that arise out of or are connected with any Embedded Unified Solution or services Company 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 supplement the Channel Authorization and will govern any rights granted to Company to resell Third Party Offers. Except as provided below, all limitations, disclaimers, and Company obligations in the Channel Authorization, and the Agreement generally, 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) **Company Eligibility to Resell.** Company 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 AGREEMENT 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.** Company 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, Company 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 Company 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, Company (i) represents and warrants that Customer has accepted the associated Third Party Customer Agreement; and (ii) agrees to pay Microsoft for all orders it submits for Third Party Offers

(e) **Ordering and Delivery.** Company will order, pay for, and conduct administration including disablement and cancelation, of Third Party Offers through the Portal. Microsoft will provide Company with instructions to access the Developer’s site for that offer. Company will use Developer’s site and designated processes for delivery of Third Party Offers, including provisioning and assignment of licenses and other service management. Company is 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. Company agrees 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. Company is responsible for all other support for Third Party Offers as provided in the Agreement, including billing, account set-up, payment. Company 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. Company 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 Company, 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 Company's ability to sell a Third Party Offers terminates or expires, Company and Microsoft 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 Company has met the eligibility requirements set by Microsoft. These terms will supplement the Channel Authorization and will govern any rights granted to Company to resell Non-Profit Offers.

(a) Non-profit Customers. Company 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 supplement the TECH DATA Additional Terms and will govern any rights granted to Company 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.

B) Other Terms

1. Customer Satisfactory Surveys

For the purpose of optimizing the Products, Microsoft may enable Customers or Company to participate in Customer satisfaction surveys, including but not limited to: (y) using online customer satisfaction survey tools as provided by Microsoft, or (z) sharing customer satisfaction results as collected by the Company and presented in a format that is mutually acceptable to Microsoft and Company.

2. Azure Active Directory

Products may utilize "Azure Active Directory" for the complete customer experience. Company may be required to utilize "Azure Active Directory" to fulfill the Product to the Customer. Companies use of an alternative identity solution will not receive Escalation Support from Microsoft or Company.