



VALTO CSP AGREEMENT

Office365 – Terms & Conditions

V1.0

1. Guidelines for Office 365 CSP

When performing a change in consumption of software/solution/services please be aware that all assigned users must have a license. Where a new user is created, the service will not be made available until a license is made available. This can be done either by purchase of an additional license(s) or deletion of an existing user to make an active license available. Deleted users are placed into the recycle bin and remain until manual deletion or 30 days have passed since deletion but the license is made available to be reassigned. For deleted users, all user data will be removed except those files located in the SharePoint service. Where a deleted user is to be reactivated the above applies where an available license is required to be available. Delays will be experienced for users where licenses are required to be located prior to permitting access to the software/solution/services.

1.1 Specific Service Terms

- Valto will provide the Managed Services based on the information provided by the Customer.
- Software subscriptions included as part of the Managed Services will be post-billed monthly at Customers next scheduled invoice; any subsequent adjustments to such subscriptions (e.g. adding seats) in mid-billing cycle will be calculated and post-billed at the subsequent invoice
- New Software subscriptions will expire 12 full calendar months after Customers next schedule invoice date. If cancelled before the Software subscription ends, the Customer will not be refunded for fees already paid. Early terminations fees may be charged for Software subscriptions cancelled early, if required by the relevant IT Partner.
- Software subscriptions will automatically renew for 12 months at the end of a subscription term. Renewal pricing will be based on the then-current pricing at renewal. If Customer chooses to not renew, Customer must notify Valto no less than 30 days prior to the date of renewal.
- In the event of a settlement dispute between Valto and Customer, a case incident will be opened by Valto.
- Upon resolution, a credit may be issued for the following month's invoice.
- In addition to the terms and conditions set out in Valto's Master Services Agreement, the customer also agrees to the Microsoft Customer Agreement.

2. CSP Quote

By placing an order to purchase the software/solution/services detailed here, you understand that doing so would constitute a commitment to purchase based on minimum initial quantities of consumption and contract duration. By placing that order, you will be able to start consuming the relevant software/solution/services in any quantity (subject to the minimum levels set out here) and there will be no limit set, whether on a procurement portal (if relevant) or otherwise.

3. Invoicing

An invoice for all software/solution/services consumed will be issued retrospectively on a periodic basis (e.g. monthly/quarterly/annually, as set out here). By electing to purchase any or all software/solution/services set out in this document, you are consenting to pay Valto on that periodic basis for all retrospective consumption of that software/solution/service. It is understood that the pricing initially provided is an estimate based on information provided by you the customer or assumptions mutually agreed between you the customer and Valto, but that when such software/solution/services are consumed you will be invoiced for the actual quantity and duration of that consumption (subject in each case to the minimum commitment in respect of both factors as set out here) according to their nature, and as such any reductions or increases in consumption will



be payable as invoiced. It is also understood that additional consumption requests, where not tied to existing period commencement and duration timescales, may result in contract periods which are not concurrent, and do not have concurrent billing or termination periods.

3.1 To note

Please ensure that short term increases in consumption are cancelled or reduced when they are no longer required, as Valto cannot offer refunds for services which have not been used but for which cancellation has not been received in the required notice period. It should be noted that increases in consumption during a billing period may not be identified on the invoice relating to that period, due to our reporting taking place prior to the end of that period. In the event this occurs, payment for the first period of that consumption would be included with the invoice for the subsequent period.