

Additional Terms

for Microsoft Licensing & Partner Funding

Version 2.0 – 01/12/2023

1. Introduction

1.1. **Nasstar** is either **GCI Network Solutions Limited** or one of its Affiliates such as **Modality Systems Limited**, as party to the Contract with the Customer.

1.2. As a Microsoft Partner, Nasstar provides a range of products and managed services which are subject to terms set out by the Microsoft Corporation (**Microsoft**). Nasstar is required to flow down certain provisions from its terms with Microsoft as specified in these Additional Terms for Microsoft Licensing and Partner Funding (the **LPF**). The LPF and any terms referred to herein may be amended, updated, or replaced by Nasstar from time to time to reflect changes required by Microsoft.

1.3. The LPF shall be incorporated into the Contract where Nasstar supplies products developed and marketed by Microsoft (**Microsoft Products**). In the event of conflict or inconsistency between the Contract, any document referenced therein, and the LPF, the latter shall take precedence. The LPF only applies to Microsoft Products and no other Products or Services under the Contract, including any work required on solution design, solution delivery or other Professional Services.

1.4. Except where the context otherwise requires, defined terms in the LPF shall be interpreted in accordance with the other provisions of the Contract.

2. Microsoft Product Terms

2.1. The Customer agrees that the following terms shall apply in relation to the provision of all Microsoft Products as set out at <https://www.nasstar.com/Legal/Microsoft-Terms-and-Conditions.pdf> (**Microsoft Terms and Conditions**). The Customer confirms that it has read and accepts the Microsoft Terms and Conditions.

2.2. The Customer acknowledges that warranties in relation to the Microsoft Products (whether provided within the Service or sold as a stand-alone product) are limited to those detailed in the Microsoft Terms and Conditions.

3. Microsoft Cloud Solutions Provider (CSP) Terms

3.1. Unless otherwise specified in the Contract, where the Microsoft Products are to be hosted in a cloud solution provided by Microsoft (**CSP Products**), the following provisions shall apply:

3.1.1. Microsoft requires Nasstar to ensure that the Customer agrees to be bound by the Microsoft Customer Agreement set out at <https://www.microsoft.com/licensing/docs/customeragreement>. By placing an order with Nasstar, the Customer confirms that it has read and accepts the Microsoft Customer Agreement and further agrees to Nasstar advising Microsoft of such acceptance.

3.1.2. The Customer acknowledges and agrees that the Microsoft Customer Agreement is a legally enforceable agreement between Microsoft and the Customer.

4. Microsoft's New Commerce Experience (NCE) for seat-based licensing in CSP



Microsoft introduced its New Commerce Experience (NCE) order, provision and billing platform for seat-based licensing in CSP in March 2022. Since then, an increasing number of seat-based licences (including Microsoft 365, Microsoft 365 Secure, Dynamics 365, Power Platform, Windows 365, Power BI, Intune and EM+S licence subscriptions) can only be purchased via NCE.

Term

4.1. Licence subscriptions purchased via NCE are available in either annual subscriptions or monthly term subscriptions. Monthly subscriptions in NCE are billed at a higher price than annual subscriptions.

Unless the Customer notifies Nasstar that it does not wish its subscription to renew, the Customer's subscription will automatically renew at the end of each term monthly if the Customer subscribes on a month-to-month basis or for a further 12 months if the Customer subscribes on an annual basis. Nasstar will try to notify the Customer prior to the renewal of its annual subscription(s).

Cancellation

4.2. **Annual subscriptions:** if the Customer purchases an annual NCE subscription, it may only cancel this within the first 5 days after the order is placed or renewed (**Cancellation Period**). After that time, the subscription cannot be cancelled and payment for the remainder of the term must be made by the Customer.

If the Customer cancels an annual NCE subscription before expiry of the annual term, Nasstar shall be entitled to invoice the Customer for the remaining Charges which would have been due for the annual subscription until the end of the annual term which shall become due immediately on delivery of invoice. Where the Customer has paid the annual subscription fee in advance, the Customer will only be eligible for a pro rata refund where it cancels the subscription within the Cancellation Period. Customers cannot switch from an annual subscription to a monthly subscription outside of the Cancellation Period (the Customer must cancel the annual subscription in the Cancellation Period and then place a new order for the monthly commitment offer).

Customers cannot move subscriptions from Nasstar to a new partner. Customers can cancel their subscriptions, but they will be liable to pay the Charges due until the end of their committed term, as stated above. Should customers wish to move their subscription, it may therefore be advisable to wait until renewal time and give instructions not to renew their subscription with Nasstar and then purchase the same subscription from a new partner.

Monthly subscriptions: the Customer may cancel a monthly NCE subscription at any time without incurring additional payments for the remainder of the annual term.

Monthly term subscriptions are subject to price increases month to month.

Changes to licence numbers

4.3. **Annual subscriptions:** The number of licenses on an annual NCE subscription can be increased at any time. Billing adjustments appear on the next invoice. If you make additions during the annual term, these changes cannot be reversed until renewal.

The number of licences on an annual NCE subscription can only be decreased within the first 5 days of when the seats were added to the subscription (whether on initial purchase, renewal or mid-term).



Once this time has elapsed, Customers cannot reduce the seat count during the term, and only additions are allowed in that period.

Monthly subscriptions: For monthly term subscriptions, the seat count can be increased or decreased at any time (with decreases taking effect the following month).

Microsoft Customer Agreement:

Customers will continue to accept the Microsoft Customer Agreement that governs their purchases from Nasstar. A copy is available on <https://www.microsoft.com/licensing/docs/customeragreement>.

5. Microsoft Service Provider Licensing (SPLA) Terms

5.1. Unless otherwise specified in the Contract, where the Microsoft Products are not hosted in a cloud solution provided by Microsoft (**SPLA Products**), the following provisions shall apply:

5.1.1. By placing an order with Nasstar, the Customer confirms that it has read and accepts the SPLA End User License Terms set out at <https://www.nasstar.com/Legal/End-User-Terms.pdf>, and further agrees to Nasstar advising Microsoft of such acceptance.

6. Microsoft End Customer Investment Funds (ECIF)

6.1. Where indicated in the Contract, funds under a Microsoft Funding Offer (**Offer**) may be available to the Customer. The Customer accepts responsibility in its entirety for:

6.1.1. obtaining from Microsoft the terms applicable to any Offer;

6.1.2. ensuring that the Customer meets the requisite eligibility criteria set forth in the applicable terms;

6.1.3. otherwise complying with all criteria set out by Microsoft applicable to any Offer; and

6.1.4. entering into any additional contractual arrangement as may specified by Nasstar to facilitate the Offer.

6.2. By placing an order with Nasstar, the Customer acknowledges that Nasstar has no influence over the outcome of any application for an Offer that the Customer may choose to make. The decision is made by Microsoft and is final without any right to recourse or appeal.

6.3. Release of the funds under an Offer may be dependent upon submission of a Microsoft Proof of Execution (**POE**) executed by the Customer at Microsoft's discretion. The Customer agrees to execute such POE if required by Microsoft upon request by Nasstar.

6.4. The Customer agrees that the provision of any Services under the Contract is not dependent upon the successful application to and receipt of funds under the Offer. The Customer remains liable for the full amount due to Nasstar under the Contract, and Nasstar will invoice the Customer for the full amount due regardless of the Funds application outcome.

6.5. If Nasstar is unable to meet any Microsoft completion deadline as a direct result of an act, omission or delay caused by the Customer, which results in Nasstar being unable to claim funds under an Offer from Microsoft, then the Customer will remain liable for the full amount due to Nasstar under the Contract, and Nasstar shall invoice the Customer for the full sum specified therein.

