

TERMS AND CONDITIONS OF SALE – MICROSOFT CLOUD SERVICES

This document outlines the special terms and conditions relating to Microsoft Cloud Services. In accepting these terms you are also accepting the standard Terms and Conditions of Sale.

1. Definitions and Interpretation

1.1 In these Terms and Conditions of Sale the following terms have the following meanings unless the context requires otherwise:

1.1.1 'Buyer' means a person from whom the Company accepts an order for equipment or services

1.1.2 'Company' means Infinitum Technologies

1.1.3 'Contract' means the agreement constituted by the Company's acceptance of the Buyer's order and includes these Conditions of Sale

1.1.4 'Equipment' means all goods of any kind supplied by the Company at the Buyer's request

1.1.5 'Installation' means installation of any Equipment for, or at the request of, the Buyer.

2. Effect

2.1 These terms and conditions of sale apply to all contracts for the sale, installation, commissioning, maintenance or repair of Microsoft Cloud Services by the Company unless expressly approved in writing by the Company. It is expressly acknowledged and agreed that any term or condition, whether contained in Purchase Orders or otherwise issued by the Buyer, which:

2.1.1 conflicts with or purports to vary or modify these terms and conditions, or

2.1.2 are issued before or after the date of these terms and conditions of sale, shall have no effect whatsoever and will not be binding on the Company.

3. Cloud Service Provider Terms (Microsoft)

3.1 Clients use of cloud services in provided by Microsoft will be subject to the following Microsoft Terms and Conditions.

3.1.1 MICROSOFT ONLINE SERVICE TERMS for the applicable Cloud Services procured and consumed by Client, located at:
<http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31>

3.1.2 MICROSOFT CLOUD AGREEMENT (Asia and Pacific/Australia: English) with Microsoft located at: <https://msdn.microsoft.com/en-us/partner-center/agreements>

3.1.3 SLAs, located at:
<http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>

4. Client Responsibilities

4.1 Client is responsible for all Microsoft licensing, use and policy requirements in connection with the use of the Cloud Services;

4.2 Client will be solely responsible for ensuring only its authorised personnel are enabling Cloud Services directly through a management portal (where applicable) or through Infinitum Technologies;

4.3 Unless otherwise expressly agreed to in writing, Client is responsible for any data migration of its data and any other related services outside of the Cloud Services;

- 4.4** Client will provide information reasonably requested by Infinitum Technologies, its suppliers or Microsoft, including, without limitation, any technical and related information, and any consents that Microsoft may need from Client necessary for Microsoft to enable the Cloud Services and will otherwise undertake the responsibilities applicable to Client set forth in any Managed Service Agreement involving the Client;
- 4.5** Client agrees to cooperate with Infinitum Technologies in good faith by taking such further actions and/or executing such further agreements or instruments as may be reasonably required under the circumstances by Infinitum Technologies or Microsoft;
- 4.6** Client will use the Services for its own use and for legitimate business purposes and will not resell, sub-lease, sub-rent, or sub-license the Cloud Services to any third party;
- 4.7** Client will designate Infinitum Technologies as its Partner of record for Microsoft products and services; and
- 4.8** Client will be solely responsible for monitoring, validating and tracking all Cloud Services it enables, allocates and consumes. Usage and associated charges for excess usage will be determined based solely upon the collected usage information provided to Infinitum, unless another written agreement is in place.