

Schedule / Addendum – Microsoft Cloud Solution Provider (CSP) Services

This Schedule (“**CSP Addendum**”) applies to all Microsoft cloud subscriptions and related services (“**CSP Services**”) that [Your Company Name] (“**Reseller**”) provides to you (“**Customer**”) under the Microsoft Cloud Solution Provider Program. This CSP Addendum forms part of and is incorporated into the Agreement between Reseller and Customer.

1. Microsoft Customer Agreement

Customer acknowledges and agrees that all CSP Services are subject to the **Microsoft Customer Agreement** (“MCA”), as updated by Microsoft from time to time. The current version of the MCA is available at <https://www.microsoft.com/licensing/docs/customeragreement>

Customer agrees to review, accept, and comply with the MCA, which governs use of the CSP Services directly between Customer and Microsoft.

2. Flow-Down of Microsoft and Distributor Terms

(a) Reseller is an indirect Microsoft CSP provider and obtains CSP Services through its distributor (currently Ingram Micro).

(b) Customer acknowledges that Microsoft and/or the distributor may change the CSP Services, pricing, billing models, and program rules at any time.

(c) Reseller shall pass through such changes to Customer, and Customer agrees to accept such changes as a condition of continued use of the CSP Services.

3. Pricing and Adjustments

(a) CSP Service prices are subject to Microsoft's and the distributor's pricing.

(b) Reseller may adjust Customer's charges to reflect any increases, decreases, currency fluctuations, or other adjustments imposed by Microsoft or the distributor, effective as of the date they apply to Reseller.

(c) Customer's continued use of the CSP Services constitutes acceptance of such pricing adjustments.

4. Subscription Commitments and Renewals

- (a) Certain CSP Services are subject to fixed terms (e.g., 12-month commitments under Microsoft's New Commerce Experience).
- (b) Once ordered, such subscriptions may not be cancelled, reduced, or terminated early, except as permitted by Microsoft or the distributor.
- (c) Customer remains responsible for all fees due for the full committed term, even if Customer ceases use of the CSP Services.
- (d) Subscriptions may auto-renew unless cancelled or modified in accordance with Microsoft's applicable policies.

5. Suspension or Termination

Reseller may suspend or terminate Customer's CSP Services immediately, without liability, if:

- required by Microsoft, the distributor, or applicable law;
- Customer breaches the MCA, this CSP Addendum, or the Agreement; or
- Customer fails to pay fees when due.

6. No Liability for Microsoft/Distributor Actions

Customer acknowledges that Microsoft and the distributor control the availability, features, pricing, and terms of the CSP Services. Reseller is not responsible for any modification, discontinuation, or unavailability of CSP Services, or for Microsoft's or the distributor's enforcement of their terms.

7. Order of Precedence

If there is any conflict between this CSP Addendum and the Agreement, this CSP Addendum shall take precedence with respect to CSP Services