

## MICROSOFT ONLINE SERVICES TERMS & CONDITIONS

THESE TERMS AND CONDITIONS (THE "TERMS") APPLY TO NCE (NEW COMMERCE EXPERIENCE) SEAT BASED LICENSES FOR MICROSOFT ONLINE SERVICES. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THESE TERMS OR ACCESSING OR USING THE SERVICES. BY PLACING AN ORDER FOR THE SERVICES OR ACCESSING OR USING THE SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS, DO NOT SUBSCRIBE TO, ACCESS OR USE THE SERVICES.

1. Your use of the Microsoft Online Services reflected on your Microsoft 365 Agreement with DiamondIT and any changes or additions to the Microsoft Online Services that you purchase from DiamondIT (collectively, the "Services") are subject to the DiamondIT Cloud Services Addendum located at <http://www.diamondit.pro/terms> (the "Cloud Services Addendum") and the DiamondIT Master Services Agreement (the "Master Services Agreement") available at <http://www.diamondit.pro/terms> (the "Master Services Agreement"). The Cloud Solutions Agreement and the Master Services Agreement are incorporated by reference in their entirety herein.

2. You are purchasing a Subscription to Microsoft Online Services. "Microsoft Online Services" means any of the currently available Microsoft-hosted online services offered by DiamondIT that you Subscribe to under these Terms, which may include Microsoft Dynamics Online Services, Microsoft 365 Services, Office 365 Services, or Microsoft Intune Online Services. "Subscription" means an order for a quantity of Microsoft Online Services for a defined Term (e.g., 1 year). You can purchase your Services in one of the following billing formats (as available):

a) For Services billed monthly, you will be charged monthly in advance based on the quantity of Microsoft Online Services that you purchase. You may terminate Services that are billed monthly with 30 days written notice. Currently, Microsoft does not have an early termination charge, however that is subject to change and termination charges may be charged in the future. Any usage before termination will be billed on the next scheduled invoice date. In order to avoid being billed for the upcoming month, DiamondIT must receive your termination notice no later than the 25th day of the month.

b) For Services billed annually, you will be charged annually in advance based on the quantity, type, and term of Microsoft Online Services that you purchase. During the Term, if you order additional Service units for Services that you already Subscribe to and those Services are billed annually, your charge for those additional Services will co-term with the existing agreement. During the first 3 days of an annual Subscription, you may terminate Services that are billed annually and receive a full refund for the Services terminated. If you terminate Services after the first 3 days, no credit or refund will be provided for the unused period. A prorated amount will be credited for day 2 and day 3.

c) For Services billed monthly based on an annual or multi year term, you will be charged annually in advance based on the quantity, type, and term of Microsoft Online Services that you purchase. During the Term, if you order additional Service units for Services that you already Subscribe to and those Services are billed annually, your charge for those additional Services will co-term with the existing agreement. During the first 3 days of an annual Subscription, you may terminate Services that are billed annually and receive a full refund for the Services terminated. If you terminate Services after the first 3 days, no credit or refund will be provided for the unused period. A prorated amount will be credited for day 2 and day 3.

### 3. Microsoft New Commerce Experience Licensing

The Subscriptions require DiamondIT to purchase certain "per seat" licenses from Microsoft (which Microsoft refers to as New Commerce Experience or "NCE Licenses") to provide the CUSTOMER with one or more of the following



applications: Microsoft 365, Office 365, Dynamics 365, Windows 365, Microsoft Power Platform, or any future Microsoft offerings (each, an "NCE Application").

As per Microsoft's requirements, annual NCE Licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. Purchasing annual NCE Licenses for the CUSTOMER on an order requires a one (1) year term. Cancellation of the annual subscription is allowed in the first 3 UTC days, including the day of purchase. There will be a full refund issued if canceled on day 1, and a pro-rated refund if cancelled on days 2 and 3. Cancellation must be communicated timely and within regular business hours.

For that reason, the CUSTOMER understands and agrees that regardless of the reason for termination of the Subscriptions, the CUSTOMER is required to pay for all applicable NCE Licenses in full for the entire term of those licenses. Provided that the CUSTOMER has paid for the NCE Licenses in full, they will be permitted to use the applicable NCE Applications until the expiration of their license terms, even if the CUSTOMER moves to a different technology services provider.

#### 4. Continuance / Automatic Renewal

Unless terminated as provided herein, this agreement will remain in effect for a period of twelve (12) months. The term (and any renewal term) will be automatically extended for twelve (12) months at the end of the term and at then current pricing (or any renewal term), unless terminated pursuant to 30 days' advance written notice of termination from CUSTOMER to DiamondIT.

Notwithstanding the foregoing, CUSTOMER may terminate the term immediately upon written notice to DiamondIT if with such notice CUSTOMER pays DiamondIT the amount CUSTOMER would have been required to pay for the Subscriptions if they had been provided until the end of the then-current term under this Agreement.

If CUSTOMER does not pay the amounts it owes to DiamondIT when due, DiamondIT may immediately and without notice stop provided subscriptions. CUSTOMER acknowledges that this would likely materially interrupt business operations. Nonetheless DiamondIT will have no liability whatsoever for stopping to provide Subscriptions after CUSTOMER fails to pay amounts it owes DiamondIT under this agreement when due. Even if DiamondIT elects to stop providing Subscriptions upon CUSTOMER payment breach, such election shall not be a selection of sole remedy or waiver of other remedies.

#### 5. Software Subscriptions

Current Subscriptions below will be converted to Microsoft New Commerce Experience. Future additions are subject to the TERMS above.

#### 6. Fees & Payments

CUSTOMER is purchasing Microsoft Subscriptions under this Agreement in exchange for a base monthly fee. The first installment shall be due upon execution of this agreement and subsequent installments shall be due on the first day of each month thereafter during the term of this Agreement.

7. Additional services and optional services, such as point-of-need support, installation, consulting, and professional or training services, may be available for purchase from DiamondIT and subject to a separate service description or supplemental terms of service. In the absence of separate terms, such services are provided pursuant to these Terms. Microsoft 365 Services are more fully described at <http://www.diamondit.pro/terms>

8. In addition to these Terms, the following supplemental terms and conditions of service apply solely with respect to your use of Microsoft Online Services purchased. By accepting these Terms, you acknowledge that your use of Microsoft



Online Services is subject to the Microsoft Customer Agreement (the "Microsoft Customer Agreement") which is incorporated by reference in its entirety herein. In addition, you also acknowledge that your use of Microsoft Online Services is subject to the to the additional terms set forth below as established by Microsoft. You hereby accept and agree to comply with the Microsoft Customer Agreement and the additional terms below.

- Microsoft may modify the Microsoft Online Services or may release a new version of the Microsoft Online Services at any time and for any reason including, but not limited to, to address your needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Microsoft Online Services offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, the Microsoft Online Services.
- If a license is suspended or cancelled, there is not a 30 day Expired stage, and services are disabled immediately. Data is deleted after 90 days if the tenant is not reactivated by adding a new license.
- At any time during the term of this Agreement, Microsoft may terminate your status as a customer. If you are terminated as a customer, DiamondIT reserves the right to invoice you for the Microsoft Online Services that you ordered before termination.
- At any time during this Agreement, Microsoft can change the terms or require a new agreement.
- You are eligible for Service Level Agreement credits not to exceed the invoiced amount during the period for which you claimed a credit.

9. Access to and use of the Microsoft Online Services will begin once you have been onboarded. You may contact your DiamondIT sales representative at any time for pricing information.

10. DiamondIT reserves the right to cancel orders as a result of pricing or other errors.

11. You may contact your DiamondIT sales representative for assistance with obtaining a copy of any of these documents.

The contents of this document are confidential and are only to be viewed by CUSTOMER.

This Schedule is governed by the terms of the Master Services Agreement.

SIGNATURES UPON ACCEPTANCE OF MICROSOFT ONLINE SERVICES TERMS AND CONDITIONS

In Witness Whereof, the undersigned have executed this Agreement on the date(s) set forth below, effective upon the last signature hereto as of the date signed by DiamondIT (the "effective date").

CUSTOMER:  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Diamond Technologies, Inc. d/b/a DiamondIT  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_