# Microsoft CSP Services

This document sets out additional terms and conditions in relation to your purchase of Microsoft CSP services, in particular around auto-renewal, and is subject to Howell Technology Group Limited's Terms and Conditions of Business which are incorporated into the contract, as referenced in your Order Confirmation.

The Microsoft CSP Services are non-cancellable.

HTG will provide you with the following Microsoft CSP services:

**Agreed Microsoft CSP Services**

|  |  |  |  |
| --- | --- | --- | --- |
| Service Name | QTY  | Price  | Billing Model (\*see notes page below) |
|  |  |  |  |
| Exchange Online | 20 | €3.20 pu.pm | Monthly (Annual Commit)  |
| M365 Business Premium  | 100 | €16.90 pu.pm | Monthly (Annual Commit)  |
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Additional Microsoft CSP Services may be requested from time to time, but where HTG agrees to provide the same, will be subject to a separate Order Confirmation and subject to a separate contract.

The Microsoft CSP services include the management and maintenance of the above Microsoft subscriptions over the CSP Term as follows:

1. (Where applicable) Availability of self-service Portal (note, you are responsible for any errors made, and will be charged in full and forms part of the remaining 12 month subscription if the 72-hour cooling off period is expired).
2. To the extent permitted, adds moves and changes to your existing subscriptions (within 12 hours of request) where adds, moves and changes are accepted, post any 72-hour cooling off period, these are non-cancellable and form a part of the remaining 12 month subscription.
3. Availability of data insights on usage of subscriptions
4. Availability of assignment rates of subscriptions
5. Access to Microsoft Premier support (via HTG only) where required (HTG chooses & manages escalations where appropriate)

Any management and maintenance of your Microsoft cloud environment is subject to a separate contract.

**Duration:**

The above mentioned Microsoft CSP services are provided for a 12-month period ("**CSP Term**") from [ ].

Those services will be included to start with but are not limited to:

|  |  |  |  |
| --- | --- | --- | --- |
| Service Name | QTY  | Price  | Billing Model |
|  |  |  |  |
| Exchange Online | 20 | €3.20 pu.pm | Monthly (Annual Commit)  |
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**Additional terms for Microsoft CSP:**

By entering into the contract to purchase the above Microsoft CSP services, you acknowledge and agree to the following additional terms:-

* You can add any seats that you require within the CSP Term detailed above. These will be added and charged pro rata as per the agreed commercial rate as detailed above.
* You will be unable to reduce the quantity of seats until the anniversary of the agreement as dated above.
* As per clause 6 of the Howell Technology Group Limited Terms and Conditions of Business, service SLAs are the responsibility of Microsoft and not HTG as partner. As the client you will be required to accept Microsoft SLAs and Microsoft Terms and Conditions.
* The Microsoft CSP Services automatically renew on expiry of the CSP Term, and in order to terminate the Microsoft CSP Services you must notify us (in writing) at least 30 days in advance of the expiry of the CSP Term. Within this notice you may request to downsize the number of committed seats, rather than requesting full termination.
* You will receive renewal notifications from HTG in advance of renewal.
* In the event that you do not notify us at least 30 days in advance of expiry of the CSP Term then the Microsoft CSP Services as at the date of renewal, automatically renew for a further 12 month period, expiring on the anniversary of the CSP Term, and shall automatically renew for further periods of 12 months on expiry of each 12 month renewal term, unless at least 30 days' notice is given in advance of expiry of the renewal term.

# The client commits to the following under the CSP contract:

The clients’ subscriptions will be delivered as per this agreement by the partner. The clients’ responsibilities over the next 12 months are as follows:

* Adhere to all the partner processes required to effectively manage adds moves and changes
* Inform the partner in a timely manner of any changes required at the renewal date
* Notify the partner of any issues they have with their services and the provisioning of said services.

# Microsoft Customer Agreement and Service Level Agreements:

By entering this CSP agreement with HTG, you are also accepting the terms of the Microsoft customer agreements as per [ ]

Microsoft 365 Service Level agreements can be found online here: [OnlineSvcsConsolidatedSLA(WW)(English)(December2021)(CR).docx (live.com)](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwwlpdocumentsearch.blob.core.windows.net%2Fprodv2%2FOnlineSvcsConsolidatedSLA(WW)(English)(December2021)(CR).docx%3Fsv%3D2020-08-04%26se%3D2022-01-17T17%3A38%3A41Z%26sr%3Db%26sp%3Dr%26sig%3D2MSSeNPzL%252Bnp1HAUlFt6q2Xp6SY9zibGzbz6oJ2bp%252FI%253D&wdOrigin=BROWSELINK)

## \*Billing Model

With CSP there are a few options that clients can avail of to get the right flexibility that suits their business needs. There are two main metric categories which are:

Consumption based:

This is billed based on resources that you are using and are deployed within the Microsoft cloud. They are calculated on a per unit basis and each of these will differ depending on the services you have provisioned. This is calculated like an Electricity bill, and usually billed monthly. Clients can also choose an Annualised commit of Azure called reserved instances. These can carry discounts but need to be sized correctly. Any overages of use will be charged on the above consumption model and added to your bill at standard RRP pricing.

Applicable Service: Azure Services (All of them)

Seat Based:

This is based on the number of users which are using a service. You purchase the required services by the number of seats you require for your end users. In some case, there are Device based options where the device is perhaps shared. Your partner will be able to advise as to the best seat-based SKU will address your needs. In 2022 Microsoft introduced a change to this model which offers three options for clients to transact seats-based subscriptions, they are as follows:

**CSP New Commerce Billing options:**

Monthly Billing: this option allows clients the ability to scale up and down their user count monthly as they require. This is ideal in a business where the user count can vary drastically in any given month. This however now carries an additional administrative fee of 20% which has been added by Microsoft.

Monthly Commit: This option allows monthly billing with one difference. You will commit a minimum number of seats for a 12-month period per subscription. You will then be contracted to your partner for 12 months until the renewal date with that minimum number of seats per subscription. You are unable to drop beneath that Minimum commit. You can add to an existing subscription and that will be charged pro rata till the end of that term. If you start a new subscription in a tenant, you will then have two renewal dates one per subscription.

Annual Subscription: This option allows clients to pay for their subscriptions for a 12-month period upfront. As with Monthly commit, there is no option to refund seats, so you commit to the set amount. As with Monthly Commit, you can add seats to your subscription

Applicable Services: Office 365 Bundles & Stand-Alone services, M365 Bundles and Dynamics 365