

This rhipe Program Guide (**Guide**) sets forth the program rules, policies, procedures and specific terms associated with your enrolment and participation in the Microsoft Cloud Solution Provider Program (**Microsoft CSP Program**).

This guide is subject to the terms and conditions detailed in the rhipe Terms of Trade as updated from time to time (**Agreement**).

rhipe may modify this Guide at any time via the rhipe PRISM portal (**PRISM Portal**).

1. Welcome

Welcome to the rhipe Microsoft Cloud Solution Program (**Microsoft CSP**) Program. rhipe can help you build your client relationships, providing you as much or as little support as you need for any products under the Microsoft Cloud Solution Provider program.

2. Microsoft CSP Program Overview

With Microsoft CSP, you can continue to own the customer relationship and service the complete customer lifecycle when you sell Microsoft online services such as Microsoft 365, Office 365 and Dynamics 365. The following are the characteristics of Microsoft CSP compared to other Microsoft licensing program:

- Microsoft online services
- Per user based monthly or annual subscription billing for Microsoft 365, Office 365 etc. and daily proration for adjustment of licenses (for monthly billing. Yearly commitment with no early termination penalty.
- Usage-based billing for Azure
- Upfront prepayment for Azure Reservations and Software Subscriptions
- Suitable for SMB to Enterprise online service customers

Microsoft CSP program enables partner to directly provision and manage subscriptions for their customers. As you, as the reseller, are the party who bills the customer, you can also build solutions around the Microsoft online service offering to offer a complete solution and bill customer in a single bill. You will also be the party responsible for the support of your customer, which enables you to build the trust and relationship with them. All this helps increase the customer stickiness with the you, and brings you recurring revenues and more opportunities.

rhipe can help build your client relationships, providing you the support you need for any products under the Microsoft Cloud Solution Provider program, including:

- Licensing
- Monthly invoicing
- Customer support
- Provisioning and managing client subscriptions

For more information about the value that rhipe brings you, please visit our CSP landing page <http://rhipe.com/csp>

3. Glossary

In this Guide, unless otherwise indicated by the context, each of the following terms has the indicated meanings. All other capitalised terms are defined as per the Agreement or have the same meaning ordinarily used or defined by Microsoft.

"Agreement" means the rhipe Terms of Trade as updated from time to time.

"Customer" or "End Customer" means your end customer and who is an end user of the subscriptions.

"Customer Agreement" means any agreement between you and a Customer.

"Microsoft Azure" means the cloud computing service created by Microsoft.

"Microsoft CSP Price List" means the document which defines pricing in the appropriate currency which is located on the rhipe Prism Portal or provided by rhipe.

"New Azure Plan" is how you can purchase Azure in the new commerce experience

"Partner Center Portal" is a one-stop location for managing your end-to-end relationship with Microsoft. (<https://docs.microsoft.com/en-us/partner-center/>)

"Product" means the individual Microsoft Online Services under the Microsoft CSP program.

"Program" means the Microsoft CSP Program.

"PRISM Portal" means rhipe's onboarding and reporting portal (www.prismportal.online)

"Vendor Terms" means terms or conditions imposed by Microsoft in relation to this Program as outlined in clause 13.

"You, Your" "Partner" "Company" or "Microsoft CSP resellers" means the entity specified in the Agreement, Terms of Trade, Enablement and/or Enrolment Form.

4. Program Prerequisites

- 4.1. Enrolment in this Program is subject to the terms and conditions outlined in the Agreement (rhipe Terms of Trade)
- 4.2. You must also have read and understood the terms as detailed in this Program Guide ("Microsoft CSP Terms") and Vendor Terms. By completing your enrolment, you agree to the Microsoft CSP Terms and Vendor Terms.
- 4.3. You must have an active Microsoft Partner Network (**MPN**) ID. You can enrol by following the instructions at <https://docs.microsoft.com/en-us/partner-center/join-a-partner-program> to join the Microsoft Partner Network. Your Microsoft Partner Network membership needs to be renewed every year.
- 4.4. You must also enrol as a CSP indirect reseller on Partner Center and accept and sign the Microsoft Partner Agreement to be able to transact in the Microsoft CSP Program through rhipe.
- 4.5. You must be in good financial standing with rhipe.

5. Microsoft Partner Center and Microsoft Partner Agreement

5.1. Microsoft Partner Agreement (MPA)

- 5.1.1. As part of the new Microsoft commerce experience, Microsoft introduced the Microsoft Partner Agreement (MPA), that provides Microsoft partners with a simple, unified, digitally accepted partner agreement. The MPA contains a core set of perpetual terms that help Microsoft, you and customers support data privacy and security, promote compliance and encourage sound business practices.
- 5.1.2. The MPA establishes a documented, trusted relationship between you, customers and Microsoft by providing higher degree of transparency and enabling compliant business practices. The goal is to make the contracting experience easier while meeting regulatory obligations and our partners' expectations of trust.
- 5.1.3. The MPA is the agreement enabling your authorisation to transact under the Program.
- 5.1.4. You must have executed the MPA in order to make orders for customers under the Program.
- 5.1.5. For more details about the Microsoft Partner Agreement, please visit <http://rhi.pe/MPA>

5.2. Microsoft Partner Center Security Requirement by Microsoft

In this section, the following defined terms are used:

"Microsoft Commercial Cloud portal" refers to each of, but is not limited to, the Microsoft Partner Center Portal, the "Azure Portal", the "Store-For-Business" portal, the "Azure Marketplace" portal, and the "Office Portal"

- 5.2.1. You must ensure (i) that only your agents and, as applicable, Customers (collectively, and as used in this subsection, "users") that are authorized to use the Partner Center Portal are given access accounts, (ii) that your users access and use the Partner Center Portal responsibly, and (iii) that all access credentials are responsibly managed and secured. Microsoft may provide tools for you to use to self-administer your users' access rights to the Portal and it will be your responsibility to use such tools to monitor and control your users' access. In the event that you have no access to the self-administration tools, or if you require assistance, you will contact Microsoft if a user should have their Partner Center Portal account terminated. Microsoft will endeavor to respond to such requests in a timely manner, but you remain responsible for actions taken using access rights that were established for your users.
- 5.2.2. Notwithstanding the foregoing, you must enable a multifactor authentication service in accessing any Microsoft Commercial Cloud portal or any underlying service. Further, starting on this date any software application that is used to access the Partner Center API must adhere to the Microsoft Secure Application Model, which is made available on Partner Center.
- 5.2.3. The requirement to enable a multifactor authentication service may be fulfilled by either (i) Your enablement of security defaults in Azure Active Directory (**Azure AD**) for all users; (ii) You purchasing a Microsoft offer that includes a multi-factor authentication service (for example, "Azure Active Directory Premium"); or (iii) You purchasing a third-party "on-premises" multi-factor authentication service that supports Azure AD federated services.

- 5.2.4. If an offer or service, as described in items 5.2.3 (ii) and 5.2.3 (iii) above, is purchased in fulfillment of the requirement to enable a multifactor authentication service, then You must, as applicable, apply and enforce the use of the underlying multi-factor authentication service for all users in their accessing any Microsoft Commercial Cloud portal or any underlying service.
- 5.2.5. "Microsoft Commercial Cloud portal" refers to each of, but is not limited to, the Microsoft Partner Center Portal, the "Azure Portal", the "Store-For-Business" portal, the "Azure Marketplace" portal, and the "Office Portal". It is a Microsoft CSP program requirement that you must comply with the requirements described above.
- 5.2.6. More details about security requirements for Microsoft Partner Center ("**Microsoft Partner Center Security Requirements**") can be found at <http://rhi.pe/vs> and <https://rhi.pe/psrgallery>

5.3. Microsoft CSP Indirect reseller relationship

- 5.3.1. Microsoft introduced indirect reseller and indirect provider relationships during Microsoft Inspire 2017. The reseller relationship gives you delegated administration permission to manage your Customers directly from Microsoft Partner Center.
- 5.3.2. You can establish an Indirect Provider and Indirect Reseller relationship with rhipe. Establishing an indirect provider relationship with rhipe allows rhipe to submit orders, provision licenses and provide tenancy related support for your Customers through you. It also allows you to be a designated support contact for your Customers and qualifies you for Partner Earned Credit (PEC).
- 5.3.3. For more information on how to establish a CSP reseller relationship with your customers, please follow the steps at <http://rhi.pe/indirectreseller>
- 5.3.4. For more information of how to select rhipe as your CSP Indirect Provider, please follow the steps at <http://rhi.pe/indirectprovider>.
- 5.3.5. For more information on signing up for CSP and Partner Center, please refer to: <https://msdn.microsoft.com/en-us/partner-center/indirect-reseller-tasks-in-partner-center>

6. Microsoft Customer Agreement

- 6.1. The Microsoft Customer Agreement (MCuA) is a perpetual agreement that simplifies and streamlines your Customers' purchasing experience with a fully digital process.
- 6.2. MCuA is intended to make transactional purchasing easier for customers and partners. The Microsoft Customer Agreement is foundational to the new Microsoft Azure ("**Azure**") experience in CSP, which includes a series of platform and program enhancements that expand your opportunities to build and deliver managed services, reduce Customer acquisition obstacles, and drive Customer digital transformation. These enhancements will help you increase your cloud services practice profitability using Azure.
- 6.3. MCuA is to be used for customer to purchase all offers available in the program. This includes the purchase of existing offers available under the Microsoft Cloud Agreement. Customers who purchase the New Azure Plan in CSP are required to accept the terms of the MCuA. You are required to direct your Customers to accept the Microsoft Customer Agreement for all purchases, including

subscription renewals, in CSP.

- 6.4. All Customers must accept the Microsoft Customer Agreement to place new orders, renew subscriptions or update subscription seat counts in the Microsoft CSP program. After the Microsoft Cloud Agreement is removed as an option for purchasing in the CSP program, Customers who have previously accepted the Microsoft Cloud Agreement must accept the MCuA for all purchasing. For these Customers, you will be required to confirm customer acceptance of the MCuA prior to placing new orders, renewing subscriptions, or updating subscription seat counts.
- 6.5. You can confirm Customer acceptance of the MCuA in two ways. For detailed information visit: <http://rhi.pe/mcablog>.
 - 6.5.1. Secure a Customer's acceptance of the Microsoft Customer Agreement and report this information to Microsoft through rhipe PRISM portal.
 - 6.5.2. Invite a customer to accept the agreement through M365 Admin Center.
- 6.6. You shall require and ensure that your Customers enter and comply with the terms of the Microsoft Customer Agreement or such other similar agreement as notified by rhipe from time to time and displayed on the PRISM Portal.

7. Enrolment Process

- 7.1. To enrol in the Program you must log into our PRISM Portal and complete the steps to become a Microsoft CSP partner.
- 7.2. By completing the Microsoft CSP onboarding, you explicitly agree to the terms and conditions of:
 - 7.2.1. The Agreement (the rhipe Terms of Trade which are available on PRISM Portal
 - 7.2.2. This Program Guide;
 - 7.2.3. The Global Support Services Guide and Global Support Services Terms and Conditions;
 - 7.2.4. PRISM Terms of Use; and
 - 7.2.5. Vendor Terms.

8. Provisioning and Ordering Process

8.1.CSP365 Subscriptions

- 8.1.1. To the extent that we make subscriptions available for resale, you may order CSP365 Subscriptions including, but not limited to, Microsoft 365, Dynamics 365, Office 365 and other per user or per device license subscriptions from rhipe by following the rhipe ordering process.
- 8.1.2. To order the CSP365 subscriptions for your Customers you must do so using the rhipe PRISM Portal.
- 8.1.3. All CSP365 Subscriptions are for a fixed twelve (12) month term (the "Term") and will automatically renew for a further fixed twelve months term (12) at the end of the Term unless you suspend the subscription, or the license SKU is retired by Microsoft.
- 8.1.4. You may select either Monthly billing or Annual billing as your billing frequency option for each subscription as defined by clauses 8.1.4.1 or 8.1.4.2 respectively.

8.1.4.1. Monthly billing subscription

- 8.1.4.1.1. For subscriptions with monthly billing, product quantities subscribed to may vary within the Term but may not be less than one (1).
- 8.1.4.1.2. You may suspend or cancel a subscription at any other time in the PRISM portal.
- 8.1.4.1.3. You may change the subscription billing from monthly billing to annual billing by starting a new annual billing subscription and suspending the existing monthly billing subscription at any other time in the PRISM portal.

8.1.4.2. Annual billing subscription

- 8.1.4.2.1. For subscriptions with annual billing, product quantities subscribed to can only be increased but not decreased within the Term of the subscription.
- 8.1.4.2.2. You may suspend or cancel a subscription before the end of the subscription term only with written approvals from the General Manager of Sales. Penalty fees may be applied at rhipe's discretion.
- 8.1.4.2.3. You may not change the subscription billing from annual billing to monthly billing before the end of the subscription term

8.1.5. In the event of cancellation of subscription, you will have ninety (90) days to migrate your subscriptions to a new subscription with another Microsoft reseller or with Microsoft directly. You may incur a charge for rhipe's assistance in migrating your subscriptions.

8.1.6. If you cancel a subscription, rhipe will not reimburse any subscription fees already paid by you for that subscription. Early termination fees may apply as determined by rhipe and Microsoft, which will act reasonably in setting such fees.

8.1.7. You will provide rhipe with relevant details required to provision the Subscriptions including Customer name, user names and email addresses and ensure that your Customer has accepted Microsoft Customer Agreement after October 1st, 2019.

8.2. Azure Subscriptions

In this section, the following defined terms are used:

Classic Azure means the existing Microsoft Azure platform that allows you to consume and pay for resources as you go.

New Azure Plan is a new and enhanced experience for Azure through CSP. Partners and customers will get additional capabilities like Azure cost management through CSP.

- 8.2.1. In future, Microsoft will deprecate the existing Azure Classic experience and will default to the new commerce platform experience for any offers around Azure for CSP. You may add Azure Subscriptions for your Customers from rhipe by following the rhipe ordering process.
- 8.2.2. To order Azure subscriptions for your Customers you must do so using the rhipe PRISM Portal. Once the Azure subscription is created, you or your Customers can add Azure resources through the Microsoft Azure Portal.
- 8.2.3. You must complete the one-time rhipe Azure Connect process before adding Azure Subscriptions through the rhipe PRISM portal. This process only needs to be performed once before you add your first Azure subscription with rhipe.

- 8.2.4. New subscriptions will be provisioned on the new commerce platform experience, New Azure Plan.
- 8.2.5. Any Azure subscription transfer to another CSP provider can take up to a maximum of 30 days for rhipe to sign off the transfer request form. All charges must be paid in full prior to receiving rhipe's approvals on the transfer request form.
- 8.2.6. You will provide rhipe with relevant details required to provision the Subscriptions including Customer name, user names and email addresses and ensure that your Customer has accepted the Microsoft Customer Agreement.

8.3. Azure Reservation and Software Subscriptions

- 8.3.1. You may add Azure Reservations and Software Subscriptions for your Customers from rhipe by following the rhipe order process. Azure Reservations enable Customers to save up to 72% on IaaS compute by pre-purchasing a virtual machine for a 1 or 3-year period.
- 8.3.2. To order the Azure Reservations and Software Subscriptions for your Customers you must do so by completing the rhipe Azure Reservations and Software Subscriptions ordering form.
- 8.3.3. All Azure Reservations and Software Subscriptions are for fixed twelve (12) month or thirty-six (36) month terms (the "Terms"). The Subscriptions will not be automatically renewed unless you explicitly state so. If not renewed, charges will revert back to the PAYG pricelist.
- 8.3.4. Customers will be able to request for cancellation or exchange if needed for Azure Reservations.
 - 8.3.4.1. If it is a refund, 15% penalty is be incurred. There is a cap of US\$50K or equivalent per calendar year per Customer tenant on refunds due to cancellation.
 - 8.3.4.2. If it is an exchange, the exchange needs to be of a higher dollar value than the remaining value of the existing Azure Reservation.
- 8.3.5. Customers will not be able to request for cancellation, partial returns or refund for Software Subscription.
- 8.3.6. You will provide rhipe with relevant details required to provision the subscriptions including Customer name, user names and email addresses and ensure that your Customer has accepted Microsoft Cloud Agreement accepted Microsoft Customer Agreement after October 1st, 2019.

8.4. Other Conditions

- 8.4.1. If a customer chooses to migrate to the New Azure Plan, Customer must move all subscriptions. Customer cannot have one subscription in old platform and another in the new platform, under the same CSP.
- 8.4.2. Customers once migrated to the New Azure Platform, cannot migrate back to the old platform for any reason.
- 8.4.3. The Azure Cost Management feature set will align to what has been made available for CSP model by Microsoft.
- 8.4.4. Microsoft backend migration of customer tenant from one CSP to another is not yet supported for New Azure Platform customers.

9. PRISM Access

- 9.1. All access to PRISM is subject to the terms and conditions outlined in the PRISM Terms of Use document.
- 9.2. During rhipe onboarding, the Company will receive access to the PRISM portal. Within the PRISM Portal the Company has the ability to enable other users to access their PRISM Portal account in two ways Partner Level Account Access or End Customer Tenant Level Access as defined by clause 9.3 or 9.4 respectively.
- 9.3. Partner Level Account Access is the ability for the Company to add additional users from the Company to the PRISM portal.
 - 9.3.1. The Company can add and manage additional Partner Level Users by navigating to the Company's account under the Customer Management tab and then selecting the Manage Users tile.
 - 9.3.2. Any user added under the Partner Level Account will gain the same user rights as the initial user.
 - 9.3.3. By adding users within the PRISM Portal, the company agrees to take responsibility for any changes and/or provisioning completed by said user/s.
- 9.4. End Customer Tenant Level Access is the ability for the Company to add an end customer user to the PRISM portal for a specific tenant only.
 - 9.4.1. The Company can add and manage End Customer users at the tenant level by navigating to the End Customer's record under the Customer Management Tab and then selecting the Manage Users tile.
 - 9.4.2. The Company understands that providing access to end customers is done solely at the Company's discretion and responsibility lies with the partner to maintain this access.
 - 9.4.3. By adding users within the PRISM Portal, the company agrees to take responsibility for any changes and/or provisioning completed by said end customers user/s. By granting end customer user in PRISM portal, the Company agrees to pay any monthly or annual charges created by your customer.
 - 9.4.4. The Company understands than tenant level pricing will be shown at Partner Price not End Customer Price.
 - 9.4.5. The Company agrees to the customer being able to edit customer data stored within PRISM portal.

10. Pricing

- 10.1. Pricing for the subscriptions are updated and published in PRISM portal monthly and are exclusive of indirect taxes. Prices are inclusive of local withholding taxes provided that valid withholding tax certificates are submitted to rhipe.
- 10.2. For CSP365 Subscriptions:**
 - 10.2.1. Pricing are fixed for the term of the Subscription (12 months) as listed on the PRISM Portal. Prices for any subscription renewals will be at the then current price listed in the PRISM Portal and fixed for the next 12-month period.
 - 10.2.2. If you are based in Australia, New Zealand, Korea and Japan, prices are in your local currency only.

- 10.2.3. If you are based in Thailand, Malaysia and Indonesia, prices are in your local currency only and will be affected by foreign exchange rate variation determined by rhipe.
- 10.2.4. If you are a South East Asia or other emerging market partner listed under Asia and Pacific region and market under CSP regional Authorization, all prices are in United States dollars (USD). You may elect to place orders and receive invoices in United States dollars or in local currency, unless otherwise specified in this Guide. You may nominate an alternative currency by executing a Letter of Authorisation. If you buy in other than USD pricing, prices will be affected by foreign exchange rate variations.

10.3. For Azure subscriptions:

- 10.3.1. If you are based in Australia, New Zealand, Korea and Japan, calculation of prices for Azure resources vary as follows:
 - 10.3.1.1. For Azure resources provisioned under Azure Classic, the price is in your local currency and not affected by changes in FX rate until the next round of price adjustment determined by Microsoft.
 - 10.3.1.2. For Azure resources under the New Azure Plan, Azure Reservation and Software Subscriptions, the price is calculated using USD to local currency FX rates determined monthly at the beginning of the month. Microsoft will use Reuters to determine the FX rate used to determine the invoice currency.
- 10.3.2. If you are based in Thailand, Malaysia and Indonesia, prices are in your local currency only and will be affected by foreign exchange rate variation determined by rhipe.
- 10.3.3. If you are a South East Asia (SEA) or other emerging market partners listed under Asia and Pacific region and market under CSP regional Authorization, all prices are in United States dollars (USD). You may elect to place orders and receive invoices in United States dollars or in local currency, unless otherwise specified in this Guide. You may nominate an alternative currency by executing a Letter of Authorisation. If you buy in other than USD pricing, prices will be affected by foreign exchange rate variations.
- 10.3.4. In relation to the New Azure Plan, you acknowledge and agree that as a partner of rhipe, all pricing for Azure subscription(s) is subject to rhipe having Delegated Admin Privilege (DAP) of your account and acting as a service principal on your behalf, please refer to clause 15 in this Program Guide.

11. Billing

- 11.1. Fees for the CSP365 subscriptions with monthly billing frequency will be billed in 12 monthly instalments. The instalment usage period is from the 1st day of the month to the last day of the month (e.g. 1 Dec 2020 – 31 Dec 2020). You will be billed in arrears on the 1st of every month for all user licenses provisioned from the 1st day to the last day of previous month.
- 11.2. Fees for the subscriptions with annual billing frequency will be billed immediately after the subscriptions are provisioned. You will be billed in advanced for all user licenses provisioned for the next 12 months. All licenses added during the subscription term to the annual billing subscriptions will be prorated until the end of the subscription term.
- 11.3. For Microsoft Azure subscriptions, including the legacy Microsoft Azure PAYG subscriptions and the new Azure Plan subscriptions, you will be billed on the 1st day of every month for actual usage incurred from the 1st to the last day

of the previous month.

- 11.4. For Azure Reservations and Software Subscriptions, you will be billed immediately after the Azure Reservations and Software Subscriptions are provisioned or exchanged. rhipe can choose to bill you in advance for large Reservation and Software subscription orders. You will be billed in advanced for the entire term of the Azure Reservations or Software Subscriptions. For exchange and cancellation of Azure Reservations, you will also receive a prorated credit for any unused reservations less any penalty or processing fee in accordance with Clause 8.3.4.
- 11.5. Unless otherwise agreed in writing with rhipe, You shall be solely responsible for invoicing and collecting payment from your Customers.
- 11.6. At your request, rhipe can invoice your Customers on your behalf at a cost to you specified on the PRISM Portal. If that occurs, rhipe takes no responsibility for collecting any payments from your Customers, You acknowledge that you remain solely responsible for collecting payments.
- 11.7. Partner agrees to all the changes pertaining to the New Azure Platform including a USD product pricing. Billing currency will remain the same as before and the exchange rate will follow the USD to local currency rate published by Microsoft on a monthly basis.

12. Payment

- 12.1. For Australian partners, payment is by direct debit 14 days upon invoice unless otherwise agreed in writing.
- 12.2. For New Zealand, SEA, Korea and Japan partners, payment is by cheque or electronic fund transfer to rhipe 30 days upon invoice is received unless otherwise agreed in writing.
- 12.3. You can view your invoices in the rhipe PRISM Portal under *Invoices*.
- 12.4. You agree that you are obliged to pay invoices issued by rhipe on a timely basis, even if your Customers do not pay you.

Non-Payment

- 12.5. You hereby agree that rhipe shall be entitled to charge interest on the amount of any overdue account at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) plus 2%.
- 12.6. If you fail to cause the full invoice payment to be received by rhipe by the relevant due date, after notice to you of failure to make a timely payment, rhipe may take any or a combination of the following actions:
 - 12.6.1. **suspend any Subscription orders;**
 - 12.6.2. rhipe shall be entitled to cancel or suspend the supply of any Subscriptions or any further Subscriptions to you and you shall indemnify and hold rhipe harmless from any claims of whatever nature including but not limited to any claims for loss, compensation or damage that may be made by you or your Customers arising from or relating to such cancellation or suspension of the supply of Subscriptions by rhipe;
 - 12.6.3. rhipe shall be entitled to immediately commence legal proceedings for the recovery of the unpaid amount of the invoice and you hereby irrevocably agree that:
 - 12.6.3.1. you shall pay the legal costs and disbursements incurred in any such proceeding by rhipe on a solicitor and client basis; and
 - 12.6.3.2. a certificate in writing of the amount due by you to rhipe signed by an officer of rhipe shall be admitted in evidence in any such proceeding as conclusive proof of the amount owing by you to rhipe.
 - 12.6.4. rhipe reserves the right to immediately remove your delegated

admin access and/or suspend all active or pending subscriptions.

12.6.5. rhipe may terminate subscriptions. Any end customer impact is the sole responsibility of the Microsoft CSP reseller per the terms of the Microsoft Partner Agreement.

12.7 Per clause 9.3 of the Agreement, rhipe accepts no liability for any indirect damages (including without limitation, consequential, special, punitive, or incidental damages, damages for loss of profits or revenue, loss of privacy, business interruption, or loss data or other of business information) as a result of any actions taken under this clause 12.

13. Vendor Agreements, Licenses and Use Rights ("Vendor Terms")

13.1. You acknowledge that any software or licenses you provision are subject to the vendor agreements associated with that software or those services and you agree to be bound by the relevant vendor agreements where applicable. Details about Microsoft software and license terms can be found at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>

14. Termination and Cancellation

14.1. You may terminate this agreement by cancelling all active subscriptions subject to and in accordance with Clause 8.1.

14.2. rhipe may terminate this Agreement by providing you with 60 days' written notice. You will then have 90 days to migrate your active Subscriptions as per Clause 8.1.5.

14.3. In the event of termination of this Agreement, you must immediately pay rhipe for any invoices pertaining to Services used up to the termination date.

14.4. You further acknowledge that rhipe is not an agent, servant, partner or joint venturer with Microsoft.

15. Support

15.1. You are responsible for providing support to your Customers.

15.2. Subject to rhipe having administration access, refer to clause 16.1 of this Program Guide, rhipe will provide Included Support (as defined in the Global Support Services Guide) to you on the terms and conditions set out in the Global Support Services Terms and Conditions, which form part of this Agreement to the extent that they relate to Included Support Services. At all times, the contractual relationship in respect of Included Support Services will be between rhipe and you. For the avoidance of doubt, nothing in this clause constitutes or authorises you as an agent of rhipe.

15.3. rhipe may provide additional support services (including Additional Support Services and Consulting Services as defined in the Global Support Services Guide). You agree that such additional services shall be separate from, and shall not form part of, this Agreement. You agree that rhipe is under no obligation to agree to provide additional support services under this Agreement.

16. Administration Access

16.1. You must always grant rhipe administration access to your subscription(s) to allow rhipe to have Delegated Admin Privilege (DAP) on your behalf. Should administration access be removed either by you or by your Customers, whether directly or indirectly, or knowingly or unknowingly, you acknowledge that rhipe

may, at its sole discretion and without notice to you, vary pricing or charge you any additional fees.

- 16.2. Delegated Admin Privilege (DAP) is necessary for rhipe to manage customer's service or subscription and to raise any support case with Microsoft, on Your behalf.

17. Resources

rhipe Homepage - <https://www.rhipe.com>

Partner Center - <http://partnercenter.microsoft.com>

Selecting rhipe as CSP Indirect Provider -

<http://rhi.pe/indirectprovider> rhipe YouTube Channel -

<http://youtube.com/rhipecloud>

rhipe FAQ

- <http://faq.rhipe.com>
- [Microsoft CSP FAQ](#)
- [Microsoft Azure FAQ](#)

rhipe PRISM Portal - <https://www.PRISMportal.online>

rhipe Cloud Support Portal -

<http://www.cloudsupport.help/> Microsoft Partner

Network - <http://partner.microsoft.com> Microsoft Learn

- <http://aka.ms/learn>

Microsoft Launchpad Sales Portal - <http://aka.ms/m365launchpad>

Microsoft PartnerOn Marketing Automation Portal -

<https://www.contentmx.com/rhipe/> Microsoft M365 SMB portal -

<http://aka.ms/mwsmb>