

## Microsoft CSP Licensing Service Terms

This document (“**Microsoft CSP Licensing Service Terms**”) contains the terms governing the provision of Microsoft CSP Licensing by Interactive Pty Ltd (ABN: 17 088 952 023) of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) to the customer named in the CMS SOW that applies to these Microsoft CSP Licensing Service Terms (“**Customer**”) and reflects Microsoft’s CSP licensing framework, which may be updated from time to time. These Microsoft CSP Licensing Service Terms forms part of the Agreement, also containing the Master Services Agreement.

### 1 Microsoft CSP Licenses

- 1.1 Upon execution of the CMS SOW, Interactive will order the Microsoft CSP Licenses listed in the CMS SOW. These may be Subscription Licences or Perpetual Licences. Each licence will take effect from the Service Start Date and continue for the Individual Term.
- 1.2 Interactive will provide the Customer with log in details to access the Interactive portal, which allows the user to submit service requests. The Customer must keep these details secure and is responsible for all changes to the Microsoft CSP Licenses using the Customer’s portal credentials.
- 1.3 The Customer may elect to provision licenses under the New Commerce Subscription model either;
  - (a) directly by the Customer through the Interactive portal; or
  - (b) by engaging Interactive to procure those subscriptions from Microsoft on the Customer’s behalf. All CSP Server Software Subscriptions and Perpetual licensing must be procured by Interactive from Microsoft for the Customer.
- 1.4 Interactive will provide Licence Only Support as detailed in clause 4.
- 1.5 The Customer’s purchase and use of the Licences constitute an agreement to be bound by, and to comply with, the Microsoft Customer Agreement in all respects.
- 1.6 The Customer must ensure its Microsoft Entra ID Directory and Domain are configured to be in a state capable of active synchronisation with Microsoft CSP Licensing Services. Configuration assistance may be provided by Interactive under a separate Statement of Work, at the Customer’s cost.
- 1.7 Subject to Microsoft’s applicable licensing terms (including the Microsoft Product Terms), Subscription Licences may be deployed on premises or in any Authorised Provider cloud environment. Perpetual Licences may only be deployed on-premises.
- 1.8 To the extent required by law, the Customer shall notify their individual users of the Microsoft CSP Licences that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Interactive. The Customer shall obtain the users’ consent to the same.
- 1.9 The Customer is responsible for the cancellation of its existing subscriptions or licenses that are or were provided by third parties and for initiating a transfer request to Interactive and notifying any current provider of the transfer request.

## 2 Term and Termination

- 2.1 The Individual Term will automatically renew for successive periods equal to the initial term (each a “Further Term”), unless either party gives at least 30 days’ written notice to the other party before the end of the then current term that it (a) does not wish the term to renew; or (b) requests to transition to an Microsoft Extended Service Term (“EST”).
- 2.2 Where either party gives notice of non-renewal under clause 2.1 then at the end of that term the Microsoft CSP Licences will terminate and services will cease immediately.
- 2.3 Where the Customer requests to transition to EST under clause 2.1 the following will apply:
- (a) the Microsoft CSP Licences will continue on a month-to-month basis following expiry of the relevant term at the standard monthly EST rate published by Microsoft from time to time; and
  - (b) the Customer may cancel the EST or transition to a new standard subscription term at any time, with charges prorated for the period the EST was in effect.
- 2.4 The Customer acknowledges that on cancellation at expiration:
- (a) the Microsoft CSP Licences cannot be recovered or reactivated; and
  - (b) Microsoft allows the Customer 90 days from the end of the subscription term to extract and migrate its data, after which Microsoft may permanently delete the data.

## 3 Pricing

- 3.1 The Customer’s liability to pay the Service Fees for the Microsoft CSP Licensing commences from the Service Start Date.
- 3.2 Interactive will invoice the Customer for:
- (a) New Commerce Subscription Licences: monthly in advance for month-to-month licences, monthly or annually in advance for annual licences, and annually or every three years in advance for triennial licences.
  - (b) CSP Server Software Subscription Licences: monthly or annually in advance for annual licences, and annually or every three years in advance for triennial licences.
  - (c) Perpetual Licences upon execution of the CMS SOW.

## 4 Support

- 4.1 Interactive will provide the Customer with Licence Only Support, consisting of:
- (a) Licence provisioning and management: purchasing and provisioning Microsoft CSP Licences, adjusting licence counts, SKU changes (where permitted by Microsoft), and managing trial-to-paid conversions;
  - (b) Billing and subscription administration: invoicing, invoice queries and reconciliation, and managing subscription start, renewal, cancellation and end-of-term events; and
  - (c) Licence advisory: high-level guidance on SKU selection, feature comparisons (e.g. Business Premium vs E3), and add-on or step-up options.
- 4.2 Service Requests
- (a) The Customer may request Licence Only Support by raising a Service Request. A Service Request may be logged by the Customer, or by Interactive on the Customer's behalf.

- (b) Interactive will execute up to 5 Service Requests per month inclusive in the Service Fees. Additional Service Requests will be charged at the Standard Charge Out Rate set out in the Rate Card.
- 4.3 Interactive will be the point of contact for all operational and technical support questions relating to the Microsoft CSP Licences.
- 4.4 If the Customer requires support for matters outside the scope of Licence Only Support, the Customer may request Interactive to provide that support on a time and materials basis, or enter into a separate Managed Services contract with Interactive at additional cost.
- 4.5 Interactive is not required to provide “how to” articles, FAQs, service and software updates or address the Customer’s software configuration, performance issues, the Customer’s desktop connectivity or service availability issues. These services may be available at an additional charge if agreed between the parties.

## 5 General

- 5.1 Interactive may (acting reasonably) vary these Terms or Service Descriptions (as applicable) at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at [www.interactive.com.au/terms-and-conditions](http://www.interactive.com.au/terms-and-conditions) or such other URL as may be used by Interactive and stated in the notice. The variation to the Terms or relevant Service Description will apply from the version date stated on that document, and by continuing to use the Services after that date, the Customer agrees to the varied Terms or Service Description.
- 5.2 If a variation is proposed in accordance with clause 5.1 that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including through the imposition of, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Service Agreement, the Service Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or Service Description (if possible) by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Terms or Service Description.

## 6 Definitions

- 6.1 The following definitions apply to this Service Description:

**Authorised Provider** means a provider, other than a Listed Provider, permitted under the Microsoft Customer Agreement and Microsoft’s applicable licensing terms.

**Listed Provider** means a provider designated by Microsoft as a Listed Provider under the Microsoft Customer Agreement or Microsoft’s applicable licensing terms.

**CSP Server Software Subscription Licence** means server software, which may be acquired either on a subscription basis or as perpetual licences.

**Extended Service Term** or **EST** means the paid extended service option made available by Microsoft following the expiry of a subscription term, on the terms published by Microsoft from time to time.

**Individual Term** (also referred to as Subscription Term) means, the period that the relevant License Subscription or Support Services will be provided for, commencing on the Service Start Date.

**New Commerce Subscription Licences** means user-based Licensing available on a subscription basis.

**Licence** means the Licences set out in the CMS SOW.

**Perpetual Licence** means one time only license purchase for on-premises use.

**Subscription Licence** means renewable term licensing.

**Microsoft Customer Agreement** means the Microsoft Customer Agreement published by Microsoft from time to time, available at <https://www.microsoft.com/licensing/docs/customeragreement> (or as updated or replaced by Microsoft from time to time) together with the applicable Microsoft Product Terms, service-specific terms and any other terms or documents incorporated into or applying under that agreement.

**Microsoft CSP Licences** means either:

- (a) New Commerce Subscription Licences: or
- (b) CSP Server Software Subscription Licences:

**Service Start Date** means the activation date of the relevant license as notified by Interactive to the Customer.

**Microsoft Product Terms** means the document published by Microsoft at <https://www.microsoft.com/licensing/terms/>(opens in new window) (or such successor URL as Microsoft may designate), setting out the use rights and licensing terms applicable to Microsoft products and services, as updated by Microsoft from time to time.