



Cloud Solutions Provider (CSP) Agreement between Big Cloud Consultants, LLC (“BCC”), 28 Schenck Parkway – Suite 200, Asheville, NC 28803 and (“Client”).

Services

BCC will supply Client with licenses for Microsoft Office 365 Services as agreed upon. Client acknowledges and understands that BCC is a reseller of licenses for Microsoft Office 365 and does not own or operate the services and therefore the actual license agreements and uptime guarantees are directly between the Client and Microsoft. A link to Microsoft’s license agreement and SLA can be found on the Big Cloud Consultants website (www.BigCloudConsultants.com). By agreeing to this Agreement, Client agrees to the Microsoft License Agreement referenced hereto.

Support

BCC will provide Client with break-fix support for Office 365 licenses and products obtained through BCC at no additional charge. There are times when it may be necessary for BCC to open a ticket with Microsoft for assistance in solving a break-fix issue which will be included under this Agreement. Should there be support issues outside the scope of this Agreement, BCC will discuss those issues with Client and supply an estimated cost to assist with those issues. BCC will require Client approval prior to starting any work outside the Scope of this Agreement.

Monthly Charges

Client will pay BCC for all Office 365 licenses requested and/or committed to by Client. BCC will bill client on or about the 25th of each month for the following month’s service (ie: May 25th client will be bill for June licenses). Office 365 licenses purchased mid-month are prorated to the 1st or 15th of the month, whichever is closest provided they are not in the past (ie: licenses purchased on 5th of the month will be prorated to the 1st while licenses purchased on the 20th will be prorated to the 15th).

Payments

Office 365 license charges are paid automatically via credit card on-file on or via ACH debit. A \$25 fee will be added for any declined payments. A 1.5% monthly charge will be added to charges not paid on the due date. Client shall assume responsibility for all collection and legal fees necessitated by Client defaulting in payment.

Cancellation

Big Cloud Consultants believe in continuing to earn Client’s business. If Client isn’t happy with BCC’s service, please contact BCC Management at any time. Unless otherwise specified, this Agreement may be terminated by either party with 60 days written notice. If this Agreement is canceled by Client, cancellation will take affect at the end of month within which the 60th day falls (“Notice Period”) (ie: if cancellation notice is received on May 9th, this Agreement will terminate on July 31st). If Client reduces their license count prior to notifying BCC of Client’s intent to cancel or it becomes clear to BCC that Client has reduced their license count prior to cancellation, BCC reserves the right to bill Client for the maximum number of licenses that Client contracted for prior to said license reduction for the entire Notice Period.

January 1, 2020



Dispute Resolution

Client shall be responsible for all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Big Cloud. The parties agree that any action brought to enforce this Agreement will be brought in the State of North Carolina, County of Buncombe. North Carolina law shall apply without regard to the principles of conflict of laws.

Acceptance of Terms

Signature of Client, email commitment from Client and/or first payment shall evidence acceptance of these terms, which BCC reserves the right to updated at any time as it deems necessary. Client and BCC agree that this document contains the final, exhaustive, and comprehensive list of all terms agreed to. Any updates to these terms will be posted on the BCC website.