



## **CSP Client Agreement**

Cloud Solutions Provider (CSP) Agreement between Big Cloud Consultants, LLC (“BCC”), 35 White Pine Circle, Fletcher, NC 28732 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 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](http://www.BigCloudConsultants.com)) as well as [www.Microsoft.com](http://www.Microsoft.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. No charge break-fix support shall not exceed two hours per month. There are times when it may be necessary for BCC to open a ticket with Microsoft and/or BCC’s Distributor for assistance in solving a break-fix issue. Should a ticket be opened with Microsoft or BCC’s Distributor, those tickets will list a designated contact at Client to be contacted regarding the ticket. If Client wants BCC involved, BCC’s time will be billable to Client. 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 25<sup>th</sup> of each month for the following month’s service (ie: May 25<sup>th</sup> client will be billed for June licenses). Office 365 licenses purchased mid-month are prorated to the 1<sup>st</sup> or 15<sup>th</sup> of the month, whichever is closest provided they are not in the past (ie: licenses purchased on the 5<sup>th</sup> of the month will be prorated to the 1<sup>st</sup> while licenses purchased on the 20<sup>th</sup> will be prorated to the 15<sup>th</sup>).

### **Microsoft New Commerce Experience**

All licenses purchased after July 1, 2022 will be purchased under Microsoft’s New Commerce Experience (NCE). Licenses purchased under NCE have a commitment period associated with them. Client has the option of Month to Month licenses, One Year Licenses or Three Year Licenses. Month to Month licenses are billed monthly and cost 20% more, however Client has the ability to reduce license counts at the end of each month. If Client opts for a one year or three year license, once committed to, there is no reduction or termination of those licenses during the active period. Client will be responsible for any licenses purchased by themselves or any authorized user, including those purchased in error.

July 1, 2022



### **Azure**

Client will be billed for Azure Usage on a monthly basis as bills are received by BCC. These subscriptions will renew monthly until terminated.

If Client has committed to an Azure Reserved Instance, Client is responsible for paying the full amount of the Azure Reservation. Should Client terminate any Azure Reserved Instance, Client will be billed all fees assessed by Microsoft.

### **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.

As a courtesy, BCC will allow Clients with approved credit to pay monthly for licenses that have a one-year or three-year commitment.

All BCC Invoices are due upon receipt.

### **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 60<sup>th</sup> day falls ("Notice Period") (ie: if cancellation notice is received on May 9<sup>th</sup>, this Agreement will terminate on July 31<sup>st</sup>). 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.

### **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.

July 1, 2022