Tech Data Program Guide
Microsoft Cloud Solutions Provider Program

This Program Guide for the Microsoft Cloud Solutions Provider Program ("Guide") provides additional information and guidance for you as a Partner regarding the resale Microsoft CSP Products to Customers in the Territory. All terms used but not defined herein will have the meaning given to them in the Microsoft Cloud Product Rider ("Agreement"). In the case of a conflict between the terms and conditions of this Guide and the Agreement, where such conflict is not expressly resolved by the documents, the terms and conditions of the Agreement shall control.

1. General Obligations and Requirements

1.1 Microsoft Partner Program

Partner will remain responsible for enrolling in the Microsoft Partner Network (MPN) and maintaining the MPN status at least at the registered member level. Registered member status is available to you free of charge.

1.2 Reseller Service Activation and Retention

Partner will drive sales, usage, customer satisfaction and retention of the Products for Partner's Customer base and will remain responsible for maintaining applicable systems and processes in order to do so.

2. Getting Started 2.1.

Requirements

Partner must be authorized by Tech Data to participate in the Microsoft Cloud Solutions Provider Program. In order to become authorized, Partner will work with the Microsoft Cloud Solutions Provider ("CSP") team to determine the authorization level. Authorization levels are based on support offerings by the Partner (see Section 7 below for various support authorization levels) and whether the Partner is providing continuous support. To get started transacting in the Cloud Solutions Provider Program, Partner must have completed the following:

a) **TDCloud Reseller Agreement**
Electronic Commerce: An Electronic Commerce ("EC") Login is required in order to access the TDCloud Solutions Store. If Partner has an EC Agreement in place, Partner should contact their system administrator to acquire login credentials. If Partner does not already have an EC Agreement in place, please visit: http://www.techdata.ca/content/idpassword for instructions on how to obtain access. EC Support will also be available to reset your password if your Admin User is unavailable. Please contact 1-800-334-2445 Op 2 or ecsupport@techdata.com if additional support is required.
b) **Microsoft Cloud Product Rider**: This agreement will be included in the Getting Started Packet.

2.2 Welcome Packet

The CSP Welcome Packet will provide partners with:
a) The Tech Data Canada Rider
b) Tech Data Canada CSP Program Guide
c) Multi-channel steps

3. Customer Agreement:

Tech Data will provide its Partners with a Customer Agreement at the time of onboarding for the Partner to provide to its Customers. Each Customer must be provided with a Customer Agreement and each Customer must sign the Agreement between Microsoft and the Customer prior to Partner placing any orders with Tech Data.

Partner must keep all applicable books and records relating to its performance of all contractual and legal obligations under the Agreement. Microsoft and Tech Data have the right to verify compliance with all contractual and legal obligations under the Agreement.

4. **Ordering and Delivery of Products**

To purchase Microsoft subscriptions in this program, Partner must utilize Tech Data's Cloud Solutions Store for at least the first transaction. The Microsoft listing on the Solutions Store will provide the Partner with everything needed to get started selling. On the storefront, a 'Plans and Pricing' tab will be available for the Partner to find desired subscription SKU and pricing. Once Partner is ready to buy or request a formal quote, Partner will use the 'Purchase' tab. Each product from the 'Plans & Pricing' tab will be represented here with a corresponding SKU at a price which will read, No Initial Cost. **Please note that this is because Partner will not receive the first bill for the Product until the next billing cycle.** Once Partner has found the correct SKU, Partner will simply add it to cart and follow through with checkout. During this process, Partner will be prompted to enter all necessary information including end user details and purchase order reference numbers

5. **Subscription Offers and Invoicing**

   5.1 Commitment Offering Subscription Term and Billing

   Tech Data will invoice Partner monthly on a per Customer basis. Tech Data will provide invoices electronically and payment for all invoices will be due in accordance with the credit terms the Partner already has in place with Tech Data.

   Subscriptions will automatically renew for 12 months at the end of a subscription term. Renewal pricing will be based on the then-current pricing at renewal. If Customer chooses to not renew, Partner must cancel the Subscription in advance of the next scheduled invoice.

   5.2 Billing and Cancellations

   In addition to monthly electronic notifications, Partner will be able to view details about orders, invoices, and entitlements at any time at Techdata.ca.

6. **Customer Service Level Agreement**
   The current Online Services Service Level Agreement from Microsoft can be found at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37.

7. **Support for Products**

   7.1 Customer Support

   Partner must provide Customer support for Products on a continuous basis. Partner can choose to provide this support by any of the following methods:

   a) Partner is the sole provider of all required Customer support on a continuous basis.
   b) Partner can purchase a support package from Tech Data under which Tech Data shall provide all required Customer support on a per license basis 24 hours per day, 365 days per year.

When Partner is responsible for providing Customer support in accordance with this Program Guide, Partner will be the point of contact for your Customers for all operational or technical support questions related to the Products. You will be responsible for informing Customer of your support processes. Examples of support services include, but are not limited to: account set-up; sign up, accounts and billing; "how to" articles and FAQs; service and software updates; software configuration; performance issues within your span of control; client connectivity and client desktop; and service availability issues within your span of control.

7.2 Contact Information and Reports

Partner should provide Tech Data with the telephone numbers, email addresses and website addresses for your support personnel and insert support information in all websites or other materials that describe your support of the Products. Partner may not publish, disclose or use Microsoft's support contact information in a way that directs Customers to Microsoft.

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