



Customer Agreement

Additional Terms Attachment

Microsoft OEM Services

The provisions of this Additional Terms Attachment are in addition to and prevail over the General Terms of the Dynamix Group Customer Agreement for sales of Microsoft Azure Services and Microsoft Software as a Service (each, a “Microsoft OEM Service”). Capitalized terms are defined in the Dynamix Customer Agreement or in Section 8 of this Attachment.

1. Microsoft Terms of Use

Microsoft OEM Services are provided as a Subscription under the terms of the Microsoft Customer Agreement located at <http://dynamixgroup.com/oem-terms>, as modified from time to time by Microsoft, which Customer accepts when Customer orders Microsoft OEM Services.

2. Subscription Offerings

A Subscription can contain Microsoft OEM Services which are purchased on one or a combination of the following offering bases:

2.1 Commitment Offering. Customer commits in advance to purchase a specific quantity of Microsoft OEM Services for use during a Subscription Term and to pay upfront or on a periodic basis for continued use of the Microsoft OEM Services. Commitment Offerings are billed during the Billing Cycle in which they are provisioned. At the conclusion of the Subscription Term, the Microsoft OEM Service will automatically convert to a Consumption Offering basis. Commitment Offerings can be cancelled but no refunds will be given for upfront payments and remaining unbilled periodic payments for the rest of the Subscription Term will be billed as a lump sum.

2.2 Consumption Offering (also called Pay-As-You-Go). Customer agrees to pay for Microsoft OEM Services on a monthly basis in arrears based upon actual usage in the preceding Billing Cycle with no upfront commitment. The Subscription Term for Consumption Offerings is one month. Consumption Offerings can be cancelled without penalty and Customer will be billed for usage prior to cancellation.

3. Estimated Charges

Microsoft OEM Services quoted on a Consumption Offering basis are estimates only. Customer agrees to pay for Microsoft OEM Services based upon actual usage.

3. Technical Support

Customer agrees to pay for Technical Support on a monthly basis, billed in advance. Technical Support will continue automatically for additional one-month terms until Customer terminates Customer’s Microsoft OEM Subscription. Technical Support may only be terminated if Customer terminates all of Customer’s Microsoft OEM Services Subscriptions. Technical Support may be terminated without any cancellation fee.

4. Customer Responsibilities

Customer agrees to follow Dynamix’s instructions to remove Dynamix’s administrative privileges, if any, and access to Customer’s data to ensure that Dynamix does not have access to Customer’s data for any purpose.

5. Indemnification

Customer agrees to indemnify, defend and hold Dynamix and Dynamix’s suppliers harmless against any third-party claim to the extent it: (a) alleges that Customer’s data or non-Microsoft software hosted in Azure by Microsoft on Customer’s behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; (b) alleges that Customer’s use of Azure, alone or in combination with anything else, violates the Microsoft Customer Agreement, US or international law, or harms a third party; or (c) arises out of Customer’s failure to remove Dynamix’s administrative privileges and access to Customer’s Azure customer data.

7. Modification Date

Dynamix last modified these Additional Terms on June 25, 2021.

8. Definitions

Azure is the trade name for a cloud computing service provided by the Microsoft Corporation.

Azure Services are online Microsoft-hosted Azure services (e.g. virtual machines or SQL databases).

Billing Cycle is the month period that begins on the date of the month in which Microsoft OEM Services are first provisioned under a Subscription.

Microsoft Software as a Service is a software as a service or a cloud service offering provided by Microsoft as an OEM Service.

Subscription is an enrollment for Microsoft OEM Services for a defined Subscription Term.

Subscription Term is the duration of the authorized use of a Microsoft OEM Service (e.g. one month or three years). The Subscription Term for a Consumption Offering is one month. The Subscription Term for a Commitment Offering is typically one or three years.

Technical Support is an OEM Service provided by Arrow ESC to assist Customer with problem determination and usage questions for Microsoft OEM Services.