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Microsoft Web Services Access Agreement

This agreement (the "Agreement) constitutes a part of the User Agreement (the "Contract"). The capitalized terms that are used but not defined hereunder shall be interpreted as defined in the the Contract.

Terms and Abbreviations

Authentication Information — the login and password provided to Customer for initially registering in and accessing the Microsoft Web Services Management (admin) Portal, located at the address provided in such relevant notification.

Microsoft Web Services — Microsoft-owned web services that may be enabled after making advanced payment, including Microsoft Dynamics 365 Core Services, Office 365 Services, Microsoft Cloud App Security, Microsoft Intune Web Services, Microsoft Business Application Platform Core Services, Advanced Threat Protection Services in Windows Defender, online applications associated with the aforementioned core web services, and other web services that Microsoft may make available (for Subscription) under the CSP (Cloud Service Provider) program.

Distributor — MONT LLC (ООО «МОНТ»).

Order — Customer's request for the provision of Services, created in the Control Panel under Customer's Account (hereinafter the my.selectel.ru Panel). In each Order, Customer presents Executor with information about the type and quantity of Microsoft Web Services desired, as well as the required access period for such Web Services.

Personal Identifying Information — Information, including, but not limited to, full name, contact information (including, but not limited to, email address, mailing address, and phone number), government ID, financial account, bank card information, transaction information, credit history, biometric information, IP address, network and hardware identifiers, protected health information, geolocation, and any other personal data about the Custer and Service end user.

Client Data — any information that Executor receives from Customer or Customer's affiliated entities, employees, or representatives while providing the Services under the Contract, including: Personal Identifying Information, end user passwords, and any information used to access the Management Portal.

Subscription — one or more Microsoft Web Services, including Microsoft Web Service packages or plans, which are accessible during a specific, limited term and may be automatically renewed for another term upon the expiration of the previous term.

Management Portal — an electronic system for managing user accounts and Microsoft Web Services (https://portal.office.com/), which Executor provides Customer access to during the provision of Services under the Contract and through which Customer may activate and delete user accounts, but only those accounts agreed upon by the Parties in the Contract and Agreements thereto.

Microsoft Web Services Service Level Agreements — service level agreements for Microsoft Web Services, which are established by Microsoft and (the latest versions of which) are available on the Microsoft website at http://www.microsoftvolumelicensing.com/

Ticket — messages exchanged electronically between Customer and Executor in the my.selectel.ru Panel.

Services — the services listed in paragraph 1.1 of this Agreement.

User Account — an account through which Microsoft Web Services may be used by a single individual. Customer may activate (create) and delete User Accounts in the Management Portal.

1.   Service Description

1.1. Customer assigns and Executor agrees on a paid basis to provide access to the Microsoft Web Services as a Subscription under the Microsoft CSP program, and Customer shall be obligated to accept and pay for Executor's Services pursuant to this Agreement.

1.2. The conditions, contents, and use rights for Microsoft Web Services are defined by the Microsoft Web Service Licensing Terms, which are established by Microsoft and (the current version of which) are available on the Microsoft website at http://www.microsoftvolumelicensing.com/ (in the Documents Search section), as well as by the Microsoft Cloud Agreement applicable to the Microsoft Web Service end user.

2.   Ordering Services

2.1. Customer confirms that he has read and agrees to observe the Microsoft Web Services Use Terms, which govern the relationship between Microsoft and Customer during the use of the Microsoft Web Services.

2.2. Executor provides Customer a registration form to be filled out and which is required for the provision of Services and Customer's further use of the Microsoft Web Services. Customer shall complete and submit such form to Executor. Customer agrees that Executor may transfer the registration form completed by Customer to Distributor for the creation of Subscriptions and to gain access to the Microsoft Web Services. **2.3.** Executor shall, within 14 (fourteen) business days of receiving the appropriately completed registration form as described in par. 2.2 of this Agreement and full prepayment for the Services, submit all completed registration forms to Distributor. Services commence the moment access is granted to the relevant Microsoft Web Services. Customer shall be notified of the Service commencement via Ticket in the my.selectel.ru Panel. Upon the initial provision of Subscriptions, Customer shall be provided Authentication Information (login and password) for initially accessing the Microsoft Web Services Management (admin) Portal located at https://portal.office.com/. The aforementioned Authentication Information shall remain active, apply to all subsequent Orders and Subscriptions, and may be changed directly by the user. Web Services and/or their components may be configured and necessary keys and software may be accessed from the Management Portal, as provided and considered necessary.

2.4. If Customer fails to supply an appropriately completed registration form within 3 (three) business days of requesting access to the Microsoft Web Services, and provided that during as long as Customer does not submit such form, Customer's rates for providing Services under the Contract or Microsoft's rates for the Microsoft Web Services increase, Executor may unilaterally change Service costs by notifying Customer in writing.

2.4.1. The Microsoft Web Services access term is set by Customer while completing the Order in the my.selectel.ru Panel and may consist of one year or one (or more) month(s). Each Microsoft Web Service access term shall be calculated from the date Executor commences Services for Customer pursuant to par.2.3 of this Agreement.

2.5. If the Agreement is terminated prior to the expiration of the Service term, for which Customer paid Executor for the provision of Services, funds shall not be returned.

2.6. Customer shall provide Services under the Contract for the effective period of the Contract, starting the moment Customer is provided access to the requested Microsoft Web Services pursuant to par.2.3 of the Contract and provided that Customer has made advanced payments of the Service costs based on the Orders created in the my.selectel.ru Panel. Orders shall be considered paid by Customer when Executor removes funds from Customer's Account in the amount of the Service costs.

2.7. Customer may access Microsoft Web Services only to perform their business activities and may not fully or partially transfer Service access to third parties, including as part of other services provided by Customer to third parties.

2.8. During each paid effective term provided for by a relevant Order, Customer may only use the maximum number of Microsoft Web Services as specified in the Order relevant to such term.

2.9. The maximum number of Web Services (the quantities thereof) may be increased or decreased during the Microsoft Web Services access term:

2.9.1. If Customer decides to increase the maximum number of Microsoft Web Services during the effective term of the Agreement, Customer shall place an order and pay the cost for the additional Microsoft Web Applications by debiting funds from their Account.

2.9.2. If Customer decides to decrease the maximum number of Microsoft Web Services during the effective term of the Agreement, Customer shall create and submit a relevant Ticket, and Executor shall factor such decrease into the Service cost for the new Microsoft Web Service access term. Amounts already paid by Customer for Executor's Services at the time a Ticket is submitted to decrease the number of Microsoft Web Services shall not be returned to Customer. Customer must personally administer the Microsoft Web Services in the Management Portal so that the remaining number of Microsoft Web Services corresponds to the change requested by Customer prior to the start of the following Web Service access term.

2.9.3. When granting access to Microsoft Web Services on a year-long basis, the number of Microsoft Web Services for the Subscription may not be decreased until the termination of the effective 12-month period. **2.10.** If Customer fails to fulfill their payment obligations, Executor shall be entitled to unilaterally terminate the Contract. Access to Microsoft Web Services shall be suspended and Customer's data stored using Microsoft Web Services shall be permanently deleted by Microsoft. Executor shall not be liable for any loss of data caused by Microsoft's aforementioned deletion of said data.

2.11. Customer recognizes that Executor does not developed Microsoft Web Services, is not liable for their operation and functionality, and only provides access to Microsoft Web Services. Microsoft decides when to start, change, and suspend Microsoft Web Services support; develops such services; and allows access thereto.

3.   Service Costs. Provision of Services

3.1. Service costs are defined pursuant to the tariffs, constituting an integral part of this Agreement and published on Executor's site at https://selectel.ru/services/cloud-apps/office365/. Prices are shown in rubles and include VAT. Executor is entitled to make changes to the given price list at any time, and notify Customer of such changes by publishing relevant notification on Executor's site at https://selectel.ru/services/cloud-apps/office365/ or by notifying Customer in writing.

3.2. Customer's obligations to pay for Executor's Services are considered fulfilled the date funds enter Executor's settlement account.

3.3. Customer shall send Executor a signed work summary or UTD (universal transfer document), provided by Executor under the Contract. If Customer fails to provide a signed work summary or UTD in the term established by the Contract, Services shall be considered provided and accepted in full.

4.   Obligations of the Parties

4.1.   Executor shall not liable for any damages resulting from the appropriate provision of Services or by Customer.

4.2. Executor shall not be liable to Customer under this Agreement for: loss of profit; loss of earned or anticipated profit; loss of business; termination of contract; loss of reputation; loss of anticipated savings; or loss, damage, or corruption of data. Executor's maximum liability to Customer for violation of the terms and conditions of this Agreement shall not exceed 10% the amount Customer pays Executor for the accounting period, during which the circumstances serving as the foundation for the claim against Executor are present.

4.3. If either Party fails or improperly fulfills their obligations under this Agreement, the other shall be entitled to demand indemnification for damages exclusively in the amount of the actual damage. Customer alone is liable for maintaining the confidentiality of information stored, transferred, and processed in connection with the Services.

4.4. Customer confirms that he holds all required Service end user consent, including, but not limited to: consent to process personal data, consent to other services, and agreements necessary for the provision of the Services.

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4.5.　Executor may refuse to provide Customer Services without explanation. In such event, Executor's liabilities shall not come into effect, and Customer shall not be indemnified for any damages.

5.　Marketing Activity

5.1. Customer hereby grants Executor permission to create and publish press releases and success stories (hereinafter "Marketing Materials"), which may contain information about the execution and performance of this Agreement, as well as any other information necessary to describe the features and uses of Services provided to Customer under this Agreement. All Marketing Materials are to be agreed by Customer prior to their publication. The development, creation, and publication of Marketing Materials shall be performed by and at Executor's expense.

5.2.　Customer may hereby take part in the following Marketing Activities at their own discretion and Executor's expense:

-　presentations given by Customer's representative(s) as part of a seminar/conference hosted by Executor. Presentation date, topic, and text, as well as the speaker, shall be agreed by the Parties on a case-by-case basis;

-　verbal reviews of any of Executor's Services permitted under this Agreement, which may be given to any of Executor's agents as a meeting or telephone conference hosted by Executor. The date, time, and participants of the visit or teleconference shall be agreed by the Parties on a case-by-case basis.

5.3. Customer, hereby grants Executor the non-exclusive right to use Customer's trademarks, logos, and brand name, including Client Data, as Executor's client in Executor's various Marketing Activities.

6.　Confidentiality

6.1. For the purposes of this Agreement, Executor shall transfer all Customer-related information necessary for the provision of Services to Distributor and Microsoft.

7.　Effective Term

7.1. This Agreement comes into effect the moment it is signed by Customer and shall remain in effect until its termination pursuant to the Contract. The Agreement is considered executed the moment Executor informs Customer that the Services have commenced.

7.2. The Parties may terminate the Agreement in the following cases:

-　by Customer for convenience by providing Executor written notification no later than 45 (forty-five) days prior to the proposed termination;

-　if either Party commits a material violation of the Agreement or Contract and such violation remains unresolved within 30 days (violations of payment terms are to be resolved within 10 (ten) days) of the violating Party receiving relevant notification;

-　if the business of either Party is interrupted or either Party is liquidated or enters into bankruptcy proceedings.

8.　Final Clauses

8.1. All amendments and changes to this Agreement shall be effective only if they are made in writing pursuant to procedures established by Russian legislation.

8.2.　In all other cases not covered by this Agreement, the Parties shall be governed by the Contract.

9.　Special Conditions

9.1. Executor is entitled at his own discretion to change the conditions for the provision of Services under this Agreement, including those related to pricing, terms, dates, the Service commencement date, preparation of bills and invoices, reducing orders, and cancellation requests.