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 of Office 365 and Intune 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 TDCloud 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 24 hours per day, 365 days per year Support, Business Hours Support or No Support. To get started transacting in the Cloud Solutions Provider Program, Partner must have completed the following:

   a) **TDCloud Reseller Agreement** (only necessary if Partner has not previously clicked through the electronic agreement on the TDCloud Solutions Store): Partner can click terms and conditions by visiting the TDCloud Solutions Store at https://www.tdstreamone.com/marketplace/storefront/home.php.
   b) **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.com/ecapplication or contact our Electronic Commerce department at 1-800-553-7921 extension 77926, to establish your Electronic Commerce ID and Password.
   c) **Microsoft Cloud Product Rider**: This agreement will be included in the Getting Started Packet and can also be found here.

2.2 Welcome Packet

The CSP Welcome Packet will provide partners with:

   a) Getting Started with CSP Checklist
          a. Sign contract/agreement
          b. Download CSP Playbook
          c. Schedule onboarding call with CSP Specialist
          d. Place your first order
   b) What is CSP?
   c) CSP Benefits – to Partner and Customer
   d) Resources and Links (can be MS, TD or both)
   e) How to Place an Order (includes order process flow from Customer perspective)
   f) Returns and Cancellation policy
   g) Billing
   h) Contact Us (TD CSP team phone, email, TD Support info, etc.)

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 Office 365 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 second month.** 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, purchase order reference numbers, and payment method for future billing. The completion of checkout will automatically trigger a notification to one of Tech Data's Microsoft specialists who will reach out to Partner within 3 hours to complete the provisioning of the order.

5. **Subscription Offers and Invoicing**

    5.1 Commitment Offering Subscription Term and Billing

Tech Data will invoice Partner on the eighth (8th) day of each calendar month 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 through the Reseller Portal on the Cloud Solutions Store. On the Invoicing tab in the portal, Partner will be able to view past due and pending invoices, as well as research past payments and invoices. Through the Digital Locker tab, Partner can keep track of all Customer entitlements, including those uninstalled, installed, and cancelled. Should a Customer ever wish to discontinue their service, you can cancel the subscription on their behalf on this page by clicking the cancel button within the Active Subscriptions section.

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 (24 hours per day, 365 days per year). Partner can choose to provide this support by any of the following methods:

    a) Partner is the sole provider of all required Customer support 24 hours per day, 365 days per year.
    b) Partner will provide Customer support during Business Hours. Business Hours shall mean from 8 am to 5 pm local time Monday through Friday, excluding weekends and holidays. In this situation, Partner will purchase an after-hours support package from Tech Data to ensure that Customer support is provided for all times other than Business Hours. Tech Data shall provide after-hours Customer support on a per license basis for all of Partner's Customers. If this option is chosen, Partner must have the applicable ticketing system in place to allow for the transfer of information relative to open cases at the time of any after hours transfer.
    c) 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.

In the unlikely occurrence that Partner can't provide the requested Customer support, Tech Data will provide support on the Partner's behalf to your Customers. If Tech Data receives a request for support from any of your Customers and that support is not covered by a support package already purchased from Tech Data, Tech Data shall provide the requested support and charge Partner a per incident support fee. Tech Data shall invoice Partner on a monthly basis for any per incident support fees incurred during the prior month in accordance with Section 5 above.

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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