**Compupac IT Solutions**

**Terms of Service**

Document Control:

Created by: Garth McManus

Date:15/07/2023

Version: 1

**TERMS AND CONDITION**

1 This Agreement supersedes any arrangements, statements, representations, negotiations, correspondence, Purchase Order terms and all other oral and written communications between Compupac IT Solutions LTD and The Customer in relation to the subject matter of this Agreement. No addition, amendment or modification of this Agreement shall be effective unless it is in writing and signed by Compupac IT Solutions LTD.

2 If the Customer requests Compupac IT Solutions LTD to provide services outside the agreed times or days Compupac IT Solutions LTD may at its sole discretion decline the Customer’s request. If Compupac IT Solutions LTD agrees to the Customer’s request Compupac IT Solutions LTD will be entitled to, and the Customer agrees to pay, additional charges at Compupac IT Solutions LTD then current rates for the provision of that Service. Compupac IT Solutions LTD may increase the Annual Fee on 30 days’ notice.

3 Compupac IT Solutions LTD will invoice the Customer on an agreed basis for the provision of the service monthly. Such invoices will be invoiced in arrears, and subject to payment within 30 days of the date of the invoice save where other arrangements are made and detailed in the schedule of services. The amount due is as per your order and any agreed amendments to cover changes in the schedules of cover such as an increase in the number of machines under cover. Failure to meet payments on time may result in a loss of service.  
Compupac IT Solutions LTD reserves the right to vary charges. Changes will be applied at the next contract renewal date or a date within the period with 30 day’s notice.  
Compupac IT Solutions LTD reserves the right to withdraw or suspend services without notice where payment has not been made.  
Additional items added to the contract will be charged on pro-rata basis to the end of the contract term.  
If any payment due by the Customer is not paid by its due date Compupac IT Solutions LTD shall be entitled to suspend the Maintenance Services until payment in full is made. The suspension of Maintenance Services by Compupac IT Solutions LTD shall be in addition to any other remedy of Compupac IT Solutions LTD.  
Compupac IT Solutions LTD may withdraw support for an eligible product on one months’ written notice to the Customer. If Compupac IT Solutions LTD withdraws a Service for which the Customer has prepaid and Compupac IT Solutions LTD has not yet fully provided it, Compupac IT Solutions LTD will give the Customer a prorated refund

The Customer agrees to pay Compupac IT Solutions LTD for  
1) All Services Compupac IT Solutions LTD provides and any Materials Compupac IT Solutions LTD delivers through Service termination,  
2) All expenses Compupac IT Solutions LTD incurs through Service termination,  
3) Any charges Compupac IT Solutions LTD incurs in terminating the Service including but not limited to termination of employment for any staff specifically recruited for the operation of the service.

4 Compupac IT Solutions LTD shall not be obliged to provide preventative maintenance unless this is separately specifically agreed in writing between the Customer and Compupac IT Solutions LTD.

5 The Services to be provided by Compupac IT Solutions LTD shall NOT include the following:  
(a) The repair or replacement of consumables (incl. but not limited to print heads, platens, ribbons, tapes, disks and drum kits)  
(b) Electrical work external to the Equipment;  
(c) Repair of damage arising from:  
(i) Transportation or relocation of the Equipment not carried out by Compupac IT Solutions LTD;  
(ii) Failure or variance of electrical power;  
(iii) Changes, alterations or additions to the system not carried out by Compupac IT Solutions LTD;  
(iv) Operator error or omission;  
(v) The negligent or wilful act or omission of any third party or of the Customer or its employees or agents;  
(vi) Modification of the Equipment not authorised by Compupac IT Solutions LTD.  
(vii) Accident, fire, flood or act of God.  
(d) Attendance to faults caused by operating the Equipment outside design Specifications or in non-conformity with any documentation or manuals supplied with the Equipment;  
(e) The cleaning, painting, finishing or touching up of the Equipment or any specification changes, relocation of the equipment or the addition or removal of accessories, attachments or other devices;  
(f) Repairs of any damage or defect of any nature which has been ascertained by Compupac IT Solutions LTD to have been caused by a virus according to the meaning placed on same in the common custom and usage of the Computer Industry.  
(g) The Customer agrees that Compupac IT Solutions LTD is not obliged to correct every error, malfunction, bug or defect in the System. In particular, Compupac IT Solutions LTD shall not be liable to correct or repair any damage or defect arising from a Program Bug or from a Computer Virus.  
(h) The retrieval of lost information or data due to media or hard disk failure.  
(i) Re-installation of Customer information or data due to media or hard disk failure  
Compupac IT Solutions LTD shall be entitled to charge the Customer, at its then current rates for any work done in establishing that the damage or defect was caused by one of the excluded circumstances set out above.

6 Compupac IT Solutions LTD shall not be liable to the Customer for any delay or failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to war, insurrection, riot, the acts of the Customer or any other third party, the failure to obtain supplies of parts for the Equipment, failure or delay in transportation, acts of any Government or any other agency, labour disputes, illness, accident, fire, explosion, flood or other acts of God or shortage of raw materials or parts. In any such event Compupac IT Solutions LTD may, without liability, cancel or vary this Agreement including, but not limited to, extending the time for performance under this Agreement for a period at least equal to the time lost by reason of such event.

1. The Customer agrees to:  
   (a) Allow Compupac IT Solutions LTD employees or agents full access to the Customer’s premises for the purposes of providing the services;  
   (b) The Customer shall maintain daily back-ups of relevant computer system data.

8.1 In addition to any provision for Termination provided elsewhere in this Agreement, this Agreement may be terminated in the following circumstances:  
(a) On not less than 90 days written notice from either Compupac IT Solutions LTD or the Customer prior to any Anniversary Date. In the event of such notice this Agreement shall stand terminated from such Anniversary Date in respect of any subsequent years. This contract will auto renew if the written notice is not provided from the customer 90 days prior the anniversary date.  
(b) Forthwith, on notice from Compupac IT Solutions LTD where the Customer is in breach of any term, condition or provision of this Agreement including but not limited to the non-payment of the Annual Maintenance Fee or any charge due by the Customer which is not paid by its due date.  
(c) Forthwith, on notice from Compupac IT Solutions LTD in the event that, in the sole opinion of Compupac IT Solutions LTD, the Customer has made persistent unreasonable demands of Compupac IT Solutions LTD or of any of its employees or agents. Prior to such notice Compupac IT Solutions LTD shall be obliged to give the Customer a 14 day written warning that if the Customer’s behaviour described in the warning does not cease within the 14 days this Agreement will be terminated;  
(d) If the Customer, being a company shall present a petition, or have a petition presented by a creditor, for its winding up or shall convene a meeting to pass a resolution for the voluntary winding up of the company or shall enter into any liquidation whether compulsory or voluntary (other than for the purposes of reconstruction or amalgamation), shall call a meeting of its creditors, shall enter into any composition or arrangement with its creditors or shall have a Receiver, Examiner or Inspector appointed to it, or shall cease to carry on business Compupac IT Solutions LTD may give notice to the Customer terminating this Agreement forthwith;  
(e) If the Customer being an individual shall die or, being a firm or partnership shall be dissolved or shall commit any act of bankruptcy or make or negotiate any composition or arrangement for the benefit of his creditors, Compupac IT Solutions LTD may by notice terminate this Agreement forthwith.  
8.2 Any termination of this Agreement shall be in addition to and without prejudice to any other rights or remedies that either party may have against the other. In particular, but without limiting the generality of the foregoing, the Customer shall remain liable to pay all sums outstanding to Compupac IT Solutions LTD.

9.1 The maximum liability of Compupac IT Solutions LTD either for the breach of any term of this Agreement, whether express or implied, or arising in tort, contract or otherwise shall be limited to a refund of the Monthly Maintenance Fee and any other charges paid by the Customer to Compupac IT Solutions LTD under this Agreement for the year during which such liability arose.

9.2 Under no circumstances shall Compupac IT Solutions LTD be liable to the Customer for any special, incidental, indirect or consequential loss or damages arising from or in connection with this Agreement or from or in connection with the use of the Services or for any loss or damages whatever resulting from the loss of use, data or profits arising out of or in connection with this Agreement or the use or performance of the Services whether arising in contract or tort or otherwise, even if Compupac IT Solutions LTD has been advised of the possibility of such damages.

10.1 Compupac IT Solutions LTD may assign or transfer all or any part of this Agreement or sub-contract any of its obligations arising under this Agreement without the prior consent of the Customer. The Customer shall not assign or transfer any part of this Agreement without the prior written consent of Compupac IT Solutions LTD.  
10.2 In the event that any of the terms, conditions or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the body of this agreement and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

11 The Customer agrees that it shall not employ or enter into any contract for the provision of services directly or indirectly with any employee of Compupac IT Solutions LTD who is involved in performing services under this agreement until such time as the initial contract period of 18 months has elapsed within 12 months of such services being performed. A fee shall be paid to Compupac IT Solutions LTD immediately upon the Candidate commencing employment with the Client or associated entity at any time after introduction by Compupac IT Solutions LTD within a 12 month period. The said fee shall be based on the total gross emolument payable by the Client or associated entity to the Candidate in respect of his employment, which means a Candidate’s taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance or annual value of a car being supplied and weighting allowance. The fee doesn’t include VAT, which is charged at the applicable rate unless the Client has VAT exempt status. All invoices are payable upon receipt. In the event of the Client or any associated company engaging a Candidate for employment in any capacity after introduction by Compupac IT Solutions LTD then a fee shall be paid by the Client or associated entity to Compupac IT Solutions LTD in accordance with the following scale:  
€0 to €24,999.99 @ 20%  
€25,000 to €30,999.99 @ 22.5%  
€38,000 to €49,999.99 @ 30%  
€50,000 and above @ 35%  
The rights, duties, and obligations of each party to this agreement are valid only in Ireland.  
Both the Customer and Compupac IT Solutions LTD consent to the application of the laws of Ireland to govern, interpret, and enforce all, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Both parties agree that this agreement shall be subject to the jurisdiction of the courts of Ireland. In the event that any of provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement remain in full force and effect.  
In the event that any of the terms, conditions or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the body of this Agreement and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

**IT Procurement Terms and Conditions**

1. **GENERAL**

Compupac IT Solutions is pleased to accept orders subject to the Terms and Conditions of Sale as stated below. Unless expressly agreed in writing (for example in the case of a tender), any alteration to these conditions will not apply. In these terms “you” and “your” as appropriate refer to the Buyer and “us”, “our” and “we” refers to the Seller, Compupac IT Solutions. “Days” refers to working days, being Monday to Friday inclusive excluding bank holidays, unless otherwise stated.

# QUOTATIONS

Our quotations are valid for the date of issue only unless otherwise agreed in writing. Quotations are for the sole use of the addressee and we reserve the right to withdraw a quotation which has been passed by you to a third party.

# DELIVERY AND COLLECTION OF GOODS

In normal circumstances

* 1. We will deliver an order within the agreed delivery period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as a breach of contract.
  2. Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts delivery at the delivery address.
  3. If we or the goods carrier cannot deliver to the delivery address then we may either store the goods and deliver at a later date, or return the goods to stock and deliver similar goods later.
  4. You are obliged to provide adequate labour facilities at the delivery or collection address to unload or load the Goods without undue delay. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the Goods. If it is neither our fault, nor that of our carrier, that any delivery or collection is delayed or cannot be carried out then we will charge you for any extra costs incurred.
  5. If we deliver in instalments to you, then each instalment is a separate contract. If payment in full is not made to us at the proper time for orders which have already been delivered, then we may withhold or cancel delivery of any other of your orders which have not yet been delivered.
  6. Unless by prior agreement our prices exclude delivery or transport charges, insurance in transit taxes. We will charge you extra for transport, packaging, taxes and insurance as applicable.

# RETURN POLICY

Compupac IT Solutions is dedicated to customer satisfaction. In instances where an order is cancelled or goods are no longer required by the customer, we will issue a credit. Notification is however required within 30 days of product receipt. Goods must be returned in the original packaging and in saleable condition. All goods returned are subject to a restocking fee.

# PRICES

All prices are quoted in euro and are exclusive of Value Added Tax (“VAT”). VAT will be added to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

# PAYMENT

Unless otherwise stated, invoices must be paid within 28 calendar days of their date. If you have not paid in full by the due date then:-

* 1. We will be entitled to charge you interest at 4% above the current base lending rate of the Central Bank of Ireland, compounded daily, on the amount outstanding until it has been paid in full.
  2. We will be entitled to sue you for the money and our costs incurred whether or not property in the goods has been passed to you. If you have a dispute or counterclaim with us, you will not be entitled to make any reduction in or deferment of payment because of that dispute or counterclaim

# WARRANTY

* 1. All goods supplied by us are warranted (by the manufacturer) to be of sound workmanship and materials, and suitable for the purpose for which they are designed under fair conditions. Our liability under this Warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.
  2. In Order to make a claim under this Warranty you must return the goods:-
     1. within 7 days of delivery date or the time stipulated by the manufacturer, whichever is the longer.
     2. in good order and condition
     3. carriage paid
     4. to our office at Unit 9 Cleveragh Business Park, Cleveragh, Sligo, Ireland unless we have advised you of another address to return goods. Our carriers have no authority to accept Goods for return unless we have agreed so in advance.
  3. In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of our goods.
  4. If you return goods to us in order to make a claim under clause 7(b) above and those goods turn out to be, in our opinion, fault free or damaged by reason of misuse or negligent handling of them, then we will give you 10 days notice to make arrangements to collect the goods. You may collect the goods in person or make arrangements for your carrier to collect them. You will remain liable to pay for the goods in full. We reserve the right to make arrangements to return the goods to you after the 10 day period, your non- compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.

# CATALOGUES AND BROCHURES

All descriptions and illustrations of goods in any catalogue, brochure, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omission in such documents and cannot be liable in any circumstances for loss or damage resulting from your reliance on such descriptions or illustrations.

# FORCE MAJEURE

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared or not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other cause or circumstances beyond our control.

# SHORTAGES, DAMAGES, DISCREPANCIES AND/OR LOSS IN TRANSIT

We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is short supply of an order. We will only consider claims if made in writing to us within 3 days of the date of delivery. If goods have been lost in transit you must also inform the carrier in writing within that period. If goods have been damaged or supplied short, then you must keep those goods in one place, separate from any other goods and let us inspect them if we wish before we decide what action to take. If a whole consignment of goods is lost then you must inform us in writing within 10 days of invoice date.

# RETENTION OF TITLE

* 1. General: - Notwithstanding delivery the goods shall remain the sole and absolute property of Compupac IT Solutions until unconditional payment in full has been received by Compupac IT Solutions for the goods and all other monies due to Compupac IT Solutions.
  2. Sales of the Goods: - If you sell the goods on to third party before you have paid for them you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money he would have paid to you direct to us instead.
  3. Storage: - You must keep the goods separate and clearly identified as our property until you have paid for them.
  4. Insurance: - After delivery and until payment you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceeds of the insurance for and to our order pending payment. If the goods are so destroyed you are entitled to delay paying us until you have been paid by the insurer of the goods.
  5. Recovery of the Goods: - We may enter your premises without notice and recover the goods which have not been paid for in full. As between you and us, this sub-clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods.
  6. Where we (or any other company within the Compupac IT Solutions (“a Limited Company”) have incurred any liability to you for goods or services you provide to us or a Company, we may at our discretion and by written notice to you set off any monies we or any Company owe to you against any monies you owe to us.

# YOUR BANKRUPTCY OR DEFAULT

If:-

* 1. You fail to honor any of your obligations to us under this contract, or you breach them, or
  2. any distress or execution is levied on you, or
  3. you offer to make arrangement with your creditors or commit any act of bankruptcy or if any petition of bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company’s business (other than for the purpose of amalgamation or reconstruction) is passed or presented we will have immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

# SOFTWARE SERVICES AGREEMENTS

* 1. Should either party request, both the parties agree to enter into a mutual confidentiality agreement. Notwithstanding the foregoing, Compupac IT Solutions agrees to hold all commercially sensitive information which they are made aware of through this engagement confidential.
  2. The client may indicate their authorisation to commence work by email or by supplying a purchase order.
  3. The client agrees to test custom developed software within a reasonable period of time of receiving it or within such time as will be agreed between the parties.
  4. For the purposes of providing the services set out in any Software Services Quotation/Agreement, Compupac IT Solutions may require access to the client’s premises, staff, computer systems or data. The client agrees to provide this access.
  5. The client may require Compupac IT Solutions to agree to its policies regarding the use of its premises, its computer systems or its data.
  6. Compupac IT Solutions will offer to the client a software support and maintenance agreement for custom developed software or 3rd party licensed software at a cost to be agreed by the parties.
  7. All work will be carried out during standard business hours (Monday to Friday 9am to 5.30pm, excluding bank holidays) unless specified in the Software Services Agreement. Any work carried out outside of these hours will be charged at double-time and only by agreement.
  8. Any changes to the standard layout of receipts, reports or invoices will be chargeable additionally.
  9. Any additional reports required will be chargeable accordingly.
  10. If a project is terminated for any reason after the commencement date, Compupac IT Solutions will charge a cancellation fee equal to the services provided up to that point.
  11. Air/Ferry travel, hotel and subsistence expenses incurred by Compupac IT Solutions in carrying out services will be recharged to the client at cost.
  12. Mileage expenses incurred by Compupac IT Solutions in carrying out services will be recharged to the client using the standard civil service mileage rate.

# INTERPRETATION AND VALIDITY

The construction, validity and performance of this contract will be governed only by Irish law, and the Irish courts will have exclusive jurisdiction. The interpretation of any clause or sub-clause above will not in any way be limited or restricted

by reference to or inference from any clause or sub-clause. If for any reason one clause or sub-clause is enforceable according to its terms then the others will remain in full force and effect.

**MICROSOFT CLOUD AGREEMENT**

This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually (“Customer”), and Microsoft Ireland Operations Limited (“Microsoft”). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 10.

1. Grants, rights and terms  
   All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.
2. a) Software: Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) Use Rights: The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) Temporary and perpetual licenses: Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

1. B) Online Services: Customer may use the Online Services as provided in this agreement.

(i) Online Services Terms: The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) Suspension: Microsoft may suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) End Users: Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) Customer Data: Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts: Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer’s accounts or authentication credentials or any security incident related to the Online Services.

1. C) Reservation of rights: Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
2. D) Restrictions: Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer’s use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
3. E) Preview releases: Microsoft may make Previews available. Previews are provided “as-is,” “with all faults,” and “as-available,” and are excluded from the SLA and all limited warranties provided in this agreement. Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into “General Availability.”
4. F) Verifying compliance for Products.

(i) Right to verify compliance: Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products’ license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft’s self-audit process, which Microsoft may request as an alternative to a third party audit.

(ii) Remedies for non-compliance: If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) Verification process: Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers’ compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer’s operations.

1. Subscriptions, ordering  
   A) Choosing a Reseller: Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.
2. B) Available Subscription offers: The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering: Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go): Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering: Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering: Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

1. C) Ordering

(i) Orders must be placed through Customer’s designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer’s internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer’s Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Customer’s Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription

1. D) Pricing and payment: Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer’s Reseller.
2. E) Renewal

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer’s Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.

1. F) Eligibility for Academic, Government and Non-profit versions: Customer agrees that if it is purchasing an academic, government or non-profit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at http://go.microsoft.com/academic;

(ii) For government offers, the requirements listed at http://go.microsoft.com/government; and

(iii) For nonprofit offers, the requirements listed at http://go.microsoft.com/nonprofit.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

1. G) Taxes: The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.
2. Term, termination  
   A) Agreement term and termination: This agreement will remain in effect until the expiration or termination of Customer’s Subscription, whichever is earliest. Customer may terminate this agreement at any time by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer’s right to place new orders for additional Products under this agreement.
3. B) Termination for cause: If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days’ notice to the breaching party and an opportunity to cure the breach.
4. C) Cancel a Subscription: Customer’s Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.
5. Security, privacy, and data protection  
   A) Reseller Administrator Access and Customer Data: Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its

Reseller’s administrative privileges; (iii) Reseller’s privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer’s agreement with its Reseller and may differ from Microsoft’s privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

1. B) Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
2. C) Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller.
3. D) As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users’ consent to the same.
4. E) Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.
5. Warranties  
   A) Limited warranty

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer’s use. Customer’s remedies for breach of this warranty are in the SLA.

The remedies above are Customer’s sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

1. B) Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.
2. C) Disclaimer. Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.
3. Defence of third party claims.  
   The parties will defence each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defence and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties’ sole remedies and entire liability for such claims.
4. A) By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer’s license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer’s continued use of a Product or Fix after being notified to stop due to a third-party claim.
5. B) By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service 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; or (2) Customer’s use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.
6. Limitation of liability  
   For each Product, each party’s maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:
7. A) Online Services. For Online Services, Microsoft’s maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft’s aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.
8. B) Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US$5,000.
9. C) Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.
10. D) Exceptions. The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties’ obligations under section 6; or (2) violation of the other’s intellectual property rights.
11. Support  
    Customer’s Reseller will provide details on support services available for Products purchased under this agreement.
12. Miscellaneous  
    A) Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent:  
Microsoft Ireland Operations Limited  
Atrium Block B  
Carmenhall Road  
Sandyford Industrial Estate  
Dublin 18, Ireland

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

1. B) Assignment. You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft’s Affiliates. Any prohibited assignment is void.
2. C) Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.
3. D) Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.
4. E) No agency. This agreement does not create an agency, partnership, or joint venture.
5. F) No third-party beneficiaries. There are no third-party beneficiaries to this agreement.
6. G) Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
7. H) Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other’s confidential information.
8. I) Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
9. J) Applicable law and venue. This agreement is governed by the laws of Ireland. If Microsoft brings an action to enforce this agreement, Microsoft will bring it in the jurisdiction where Customer has its headquarters. If Customer brings an action to enforce this agreement, Customer will bring it in Ireland. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
10. K) Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
11. I) Survival. All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.
12. M) U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.
13. N) Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party’s reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.
14. O) Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity’s behalf
15. P) Waiver of right to void online purchases. To the maximum extent permitted by applicable law, Customer waives its rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.
16. Definitions  
    Any reference in this agreement to “day” will be a calendar day.

“Acceptable Use Policy” is set forth in the Online Services Terms.

“Affiliate” means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity.

“Consumption Offering”, “Commitment Offering”, or “Limited Offering” describe categories of Subscription offers and are defined in Section 2.

“Customer Data” is defined in the Online Services Terms.

“End User” means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

“Fix” means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Licensing Site” means http://www.microsoft.com/licensing/contracts or a successor site.

“Non-Microsoft Product” is defined in the Online Services Terms.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Previews” means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Reseller” means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrolment for Online Services for a defined Term as established by your Reseller.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms.

The Use Rights for Online Services are published in the Online Services Terms.

Please note that Microsoft updates these agreements frequently. To view the most updated agreement, please visit:

https://www.microsoft.com/en-us/licensing/product-licensing/products

**EULA CLOUD SERVICES**

Cloud Backup , Azure and Compupac IT Solutions LTD Terms of Service

Please read these terms of service (these “Terms”) carefully as they form a contract between you and Compupac IT Solutions LTD (Compupac IT Solutions LTD or We or Our) that governs your access and use of: (i) the hosted storage solution provided by Compupac IT Solutions LTD for online storage, sharing and processing of files, data, text, audio, video, images or other content (collectively, “Content”); (ii) software provided or made available by Compupac IT Solutions LTD (the “Software”); and, (iii) any written or electronic documentation provided or made available by Compupac IT Solutions LTD (the “Documentation”) (collectively the “Service(s)”).  
By using any of the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and promising to Compupac IT Solutions LTD that you have the authority to bind that organisation to these Terms. In that case, “you” and “your” will refer to that organisation. You may use the Services only in compliance with these Terms and only if you have the power to form a contract with Compupac IT Solutions LTD and are not barred under any applicable laws from doing so. If you do not agree to be bound by these terms, you must not use the service.  
1. CHANGES TO THESE TERMS  
Compupac IT Solutions LTD reserves the right to change these Terms at any time in Compupac IT Solutions LTD sole discretion. Any changes will be effective upon posting the revised version of these Terms on the Service. Therefore, we encourage you to check the date of these Terms whenever you visit Compupac IT Solutions LTD Terms (the “Site”) to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. If you don’t agree to any of the changes, we’re not obligated to keep providing the Service, and you must cancel and stop using the Service. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you.  
2. YOUR ACCOUNT  
To obtain access to certain Services, you may be required to obtain an account with Compupac IT Solutions LTD, by completing a registration form and designating a user ID and password. When registering with Compupac IT Solutions LTD you must: (a) provide true, accurate and current information about yourself as requested by the Service’s registration form. If your contact information or other information related to your account, changes, you must notify Compupac IT Solutions LTD promptly and keep your information current.  
Only you may use your Service account. You must keep your account and passwords confidential and not authorise any third party to access or use the Service on your behalf, unless Compupac IT Solutions LTD provides an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. You are responsible for all activities that take place with your account, whether or not you authorised those activities. Compupac IT Solutions LTD will not be liable for any loss or damage arising from any unauthorised use of your accounts.  
If a third party such as an employer gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account.  
3. SUSPENSION AND TERMINATION  
You may stop using the Services at any time. Compupac IT Solutions LTD reserve the right, to temporarily suspend or terminate your access to the Service at any time in Compupac IT Solutions LTD sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, Compupac IT Solutions LTD may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause Compupac IT Solutions LTD to have legal liability or disrupt others’ use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service.  
4. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.  
When you register for Services, you may agree that we may provide you with information and other materials regarding your use of the Services, our products, services, and other offers from time to time as described in our Privacy Policy. Such solicitations may take the form of materials mailed to you, telephone calls, e-mail messages, or other forms. Solicitations will be made to the addresses and numbers provided to us in the registration process. Compupac IT Solutions LTD gives you the opportunity to opt-out of receiving electronic mail by following the opt-out instructions provided in the message.  
5. CONTENT  
Except for material that Compupac IT Solutions LTD licenses to you, Compupac IT Solutions LTD doesn’t claim ownership of any Content that is transmitted, stored, or processed in your account(s). Compupac IT Solutions LTD doesn’t control, verify, or endorse the Content that you and others make available on the Service.  
Compupac IT Solutions LTD provides functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you’ve shared content with (including the general public, in certain circumstances) may have access to your Content.  
You hereby grant Compupac IT Solutions LTD and its contractors the right, (i) to use, copy, transmit, distribute, store and cache your Content; and (ii) to copy, transmit, publish, and distribute to others the Content as you designate, whether through the sharing or public linking features of the Service, in each case solely to provide the Service to you, or as otherwise permitted by these Terms. You acknowledge and agree that Compupac IT Solutions LTD shall require access to the you information in order to deliver the Services. You expressly permit Compupac IT Solutions LTD, subject to the confidentiality obligations under clause 19 and its other to have access to your information  
You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content doesn’t violate any law or these Terms. You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person’s rights and (d) maintain appropriate security, protection and backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorised access. Compupac IT Solutions LTD will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.  
You must immediately notify Compupac IT Solutions LTD in writing of any unauthorised use of any (a) Content (b) any Account or (c) the Service that comes to your attention. In the event of any such unauthorised use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorised use. You will provide Compupac IT Solutions LTD with such cooperation and assistance related to any such unauthorised use as Compupac IT Solutions LTD may reasonably request.  
You represent, warrant and undertake that it you shall not do anything or request or require Compupac IT Solutions LTD to do anything which may result in a claim being made against Compupac IT Solutions LTD under the Data Protection Acts and you agree to indemnify and keep Compupac IT Solutions LTD indemnified against any liability, damages, costs (including legal costs) and/or expenses arising as a result of such claim.  
6. ACCEPTABLE USE  
You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the Compupac IT Solutions LTD Acceptable Use Policy (www.compupacit.ie).  
7. UPDATES TO THE SERVICE  
Compupac IT Solutions LTD reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. Compupac IT Solutions LTD may add or remove functionalities or features, and Compupac IT Solutions LTD may suspend or stop a Service altogether.  
8. SOFTWARE  
If you receive Software from Compupac IT Solutions LTD, its use is governed in one of two ways: If you’re presented with license terms that you must accept in order to use the Software, those terms apply; if no license is presented to you, these Terms apply. Compupac IT Solutions LTD reserves all other rights to the Software.  
Any Software is licensed, not sold. Unless Compupac IT Solutions LTD notify you otherwise, the Software license ends when your Service ends. You must then promptly uninstall the Software. You must not work around any technical limitations in the Software.  
9. PROPRIETARY RIGHTS  
“Compupac IT Solutions LTD” and the Compupac IT Solutions LTD logo are trademarks of Compupac IT Solutions LTD, and are protected by law. All other names of companies and products mentioned may be trademarks of their respective owners. You may not copy, display or use any of these marks without prior written permission of the mark owner.  
All intellectual property rights in the Software, Documentation and Services are owned by Compupac IT Solutions LTD or its licensors and are protected by law, including applicable copyright, trade secret, patent, and trademark laws. You will not remove any product identification, copyright notice, or proprietary restriction from the Software, Documentation and Services.  
As between Compupac IT Solutions LTD and you, Compupac IT Solutions LTD or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with this Terms. No title to or ownership of any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Compupac IT Solutions LTD. In the event that you provide comments, suggestions and recommendations to Compupac IT Solutions LTD with respect to the Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, “Feedback”), You hereby grant Compupac IT Solutions LTD a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.  
10. PRIVACY  
In order to operate and provide the Service, Compupac IT Solutions LTD collects certain information about you. Compupac IT Solutions LTD uses and protects that information as described in the privacy policy located at Privacy Policy (“Privacy Policy”). You further acknowledge and agree that Compupac IT Solutions LTD may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Compupac IT Solutions LTD or our customers, including the enforcement of our agreements or policies governing your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Compupac IT Solutions LTD employees, customers, or the public.  
We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of our efforts to protect the Service, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Service.

The Service provided is located within the cloud services provided by Microsoft (Azure) and as such is subject to the Microsoft Privacy and Data Processing Agreements; current copies of which are available on http://azure.microsoft.com/en-us/support/trust-center/privacy/ . These documents should be read in conjunction with this agreement.  
In addition Compupac IT Solutions LTD undertakes to  
1. Upon expiration or termination of your use of the Services, you may extract your Data and Compupac IT Solutions LTD will delete your Data, each in accordance with the use rights for the Services.  
2. Ensure that your data is only used in conjunction with the requirements set out herein and as required by Microsoft to facilitate the delivery of the service;  
3. Your data will be used only to provide the Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).  
4. Compupac IT Solutions LTD will not independently respond to requests from your End Users without your prior written consent, except where required by applicable law or from the authorised contact.  
5. Compupac IT Solutions LTD personnel will not process your Data without authorisation. Compupac IT Solutions LTD personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

1. DISCLAMER OF WARRANTY  
   Compupac IT Solutions LTD provides the service “as is”, “with all faults” and “as available”. To The Maximum extent permitted by applicable law, Compupac IT Solutions LTD makes no (and specifically disclaims all) representations or warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the service will be uninterrupted, error-free or free of harmful components, that the content will be secure or not otherwise lost or damaged, or any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty arising out of any course of performance, course of dealing or usage of trade. Some jurisdictions do not allow the foregoing exclusions. In such an event such exclusion will not apply solely to the extent prohibited by applicable law.  
   12. LIMITATION OF LIABILITY  
   To the fullest extent permitted by law, in no event Compupac IT Solutions LTD, its affiliates, officers, employees, agents, suppliers or licensors be liable for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if Compupac IT Solutions LTD has been advised as to the possibility of such damages. To the maximum extent permitted by applicable law, the aggregate liability of Compupac IT Solutions LTD and its affiliates, officers, employees, agents, suppliers or licensors, relating to the services will be limited to the greater of an amount equal three months of your service fee for the service or five euros (€5.00). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.  
   13. INDEMNIFICATION  
   You agree to indemnify, defend and hold Compupac IT Solutions LTD and its officers, directors, employees, agents, licensors, and suppliers harmless from and against all claims, liabilities, losses, expenses, damages, and costs, including but not limited to reasonable attorneys’ fees, resulting from (i) an violation or breach of these Terms by you, (ii) any activity related to access or use of your account (including but not limited to negligent or wrongful conduct) by you or any other person accessing or using your account and/or Content, or (iii) Compupac IT Solutions LTD authorized use of data, files or other Content provided by you or obtained by Compupac IT Solutions LTD as authorized by you under these Terms.  
   14. NOTICES  
   Compupac IT Solutions LTD may send you, in electronic form, information about the Service, additional information, and information the law requires Compupac IT Solutions LTD to provide. Compupac IT Solutions LTD may provide required information to you by email at the address you specified when you signed up for the Service. Notices emailed to you will be deemed given and received when the email is sent. If you don’t consent to receive notices electronically, you must stop using the Service.  
   15. PAYMENTS AND REFUNDS  
   The fees applicable for Service (“Fees”) are as per your sales agreement with Compupac IT Solutions LTD.  
   In addition to any Fees, you may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.  
   Compupac IT Solutions LTD reserves the right to change the price of the Service. If there’s a specific length and price for your Service offer, that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the new price. If you don’t agree to these changes, you must cancel and stop using the Service via written notification to Compupac IT Solutions LTD no later than fourteen (14) days prior to the conclusion of your current payment term or contract anniversary date, whether monthly, yearly, or otherwise. If you cancel, your Service ends at the end of your current Service period or, if we bill your account on a period basis, at the end of the period in which you cancelled. If you fail to cancel as required, we will automatically renew the Service for the same term and will charge you payment information on file with us commencing on the first day of the renewal term.  
   If payment is not received by Compupac IT Solutions LTD on the due date, user’s account will be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by Compupac IT Solutions LTD. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user’s account will be deactivated and all files will no longer be retrievable.  
   Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed.

16 Intent of Parties  
For the Services provided under this agreement, You are the data controller and Compupac IT Solutions LTD is the data processor acting on your behalf. As data processor, Microsoft will only act upon your instructions. This agreement is your complete and final instructions to Compupac IT Solutions LTD for the processing of your Data.  
17 Arbitration  
Any controversy or claim arising out of or in connection with this Agreement shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the President for the time being of the Law Society of Ireland.  
18 Jurisdiction  
THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE LAWS OF IRELAND. These Terms constitute the entire and exclusive agreement between you and Compupac IT Solutions LTD with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Compupac IT Solutions LTD failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Compupac IT Solutions LTD may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services Compupac IT Solutions LTD and you are not legal partners or agents; instead, our relationship is that of independent contractors.  
19 Confidentiality  
This Agreement (including any negotiations relating thereto, the subject matter, terms or performance of this Agreement) and all information relating to the affairs or business of both Parties (“Confidential Information”) shall be treated as proprietary and confidential. Both Parties undertake to treat as confidential, and to cause their employees, agents and sub-contractors to treat as confidential, any and all Confidential Information of the other Party which may come into its own possession or into the possession of any of their employees, agents or sub-contractors as a result of or in connection with the provision of the Services. The Parties shall use the Confidential Information solely for the purposes of fulfilling their obligations under this Agreement and shall not, subject to Clause 19.3, at any time during or after expiry or termination of this Agreement, disclose the said Confidential Information whether directly or indirectly to any third party without the prior written consent of the other Party nor copy the said Confidential Information unless specifically permitted to do so by the other Party. The Parties undertake to make all relevant employees agents and sub-contractors aware of this term and to take all steps necessary to ensure compliance with the obligations under this clause.  
19.2 In protecting such Confidential Information, each Party shall employ the highest standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.

19.3 Except with the prior written consent of the party from which it is received (the “Disclosing Party”), no Party will disclose the other party’s Confidential Information or any part thereof to any third party other than its own employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Agreement, in which case, the party that has received the Confidential Information (the “Receiving Party”) will take all reasonable steps to ensure that such information is treated as confidential by the person to whom it is disclosed, including requiring such person to enter into an appropriate confidentiality agreement with the Receiving Party. This paragraph and sections herein will not apply to:  
1. Information required by the law of any jurisdiction to which the disclosure is subject, provided that the Receiving Party has taken all practicable legal steps to prevent such disclosure and has where practicable consulted with the other Party on the manner and timing of the disclosure;  
2. Information disclosed to the professional advisers or auditors of the Party under obligations of confidence no less stringent than those assumed by the Receiving Party hereunder (which the Receiving Party undertakes to enforce);  
3. Information lawfully in the possession of the recipient before the disclosure under this Agreement took place;  
4. Information that has come into the public domain through no fault of that Party or breach of confidentiality;  
5. Information that the other Party has given prior written approval to such disclosure;  
6. Information lawfully obtained from a third party who is free to disclose it; or  
7. Information which is received or obtained by the Receiving Party without restriction on disclosure from a source free to disclose it other than the Disclosing Party or an agent of the Disclosing Party.

**CSP Terms & Conditions:**

This contract outlines the terms of your CSP agreement with Compupac IT Solutions LTD. By signing a quotation or paying for services via invoice, you are accepting those terms on behalf of your company.

**Licence Options/Type of Billing:**

With CSP there are a few options that clients can avail of to get the right flexibility that suits their business needs. There are two main metric categories which are:

Consumption based:

This is billed based on resources that you are using and are deployed within the Microsoft cloud. They are calculated on a per unit basis and each of these will differ depending on the services you have provisioned. This is calculated like an Electricity bill, and usually billed monthly. Clients can also choose an Annualised commit of Azure called reserved instances. These can carry discounts but need to be sized correctly. Any overages of use will be charged on the above consumption model and added to your bill at standard RRP pricing.

*Applicable Service: Azure Services (All of them)*

Seat Based:

This is based on the number of users which are using a service. You purchase the required services by the number of seats you require for your end users. In some case, there are Device based options where the device is perhaps shared. Your partner will be able to advise as to the best seat-based SKU will address your needs.  In 2022 Microsoft introduced a change to this model which offers three options for clients to transact seats-based subscriptions, they are as follows:

**CSP New Commerce Billing options:**

Monthly Commitment: this option allows clients the ability to scale up and down their user count monthly as they require. This is ideal in a business where the user count can vary drastically in any given month. This however now carries an additional administrative fee of 20% which has been added by Microsoft.

Annual Commitment (will be default unless stated otherwise) – Paid Monthly: This option allows monthly billing with one difference. You will commit a minimum number of seats for a 12-month period per subscription. You will then be contracted to your partner for 12 months until the renewal date with that minimum number of seats per subscription.  You are unable to drop beneath that Minimum commit. You can add to an existing subscription and that will be charged pro rata till the end of that term. If you start a new subscription in a tenant, you will then have two renewal dates one per subscription.

Annual Commitment – Paid Annually Upfront: This option allows clients to pay for their subscriptions for a 12-month period upfront. As with Monthly commit, there is no option to refund seats, so you commit to the set amount. As with Monthly Commit, you can add seats to your subscription

Applicable Services: Office 365 Bundles & Stand-Alone services, M365 Bundles and Dynamics 365

**CSP Agreement:**

This Agreement is made on the date of quotation or invoice sent between the client (The registered business or end user)

And

Compupac IT Solutions LTD of Unit 9 Cleveragh Business Park, Cleveragh, Sligo, Ireland

(Each a “Party” and together “Parties”)

**It is hereby agreed as follows:**

Compupac IT Solutions LTD will provide Microsoft CSP services to The client for the above 12-month period. (Add more time if required).

Those services will be included to start with but are not limited to what is listed in your quotation or invoice

*The client can choose to add additional subscriptions that are not listed in the quotation or invoice. Please note that this will start a separate termed contract between the two parties as listed above.*

* The client can add any seats that they require within the agreed timeframe detailed above. These will be added and charged pro rata as per the agreed commercial rate as detailed above.
* The client will be unable to reduce the quantity of seats until the anniversary of the agreement as dated above.
* Service SLAs are the responsibility of Microsoft and not the partner. Clients should see appendix section Microsoft SLA’s document to familiarize themselves with these SLA’s.
* If the client wishes to terminate their CSP contract with the Partner, they must notify the partner 30 days in advance of the renewal. If the client fails to notify the partner of their intention to move, then to prevent disruption to services the clients’ subscriptions will be flagged for automatic renewal on the anniversary date as above.
* All subscription are set for automatic renewal (unless otherwise requested), the client can still downsize the number of committed seats prior to the anniversary date.
* Failure to notify the partner of any changes required to quantities upon the anniversary date being reached will result in automatic renewal at the previous year’s quantities, and resume for another 12 months.

The partner commits to the following under the CSP contract:

The clients’ subscriptions will be managed and maintained over the course of the 12 months you are in contract by your partner. They include and are limited to the following:

1. (Where applicable) Availability of self-service Portal (note, the client is responsible for any errors made, and will be charged in full terms if the 72-hour cooling off period is expired).
2. Adds moves and changes to your existing subscriptions (within 12 hours of request)
3. Availability of data insights on usage of subscriptions
4. Availability of assignment rates of subscriptions
5. Access to Microsoft Premier support (via your partner only) where required (partner chooses & manages escalations where appropriate)

***Note: the management and maintenance of your Microsoft cloud environment is a separate contract that you have with your MSP.***

**The client commits to the following under the CSP contract:**

The clients’ subscriptions will be delivered as per this agreement by the partner. The clients’ responsibilities over the next 12 months are as follows:

* Make payment for services as per the agreed payment terms
* Adhere to all the partner processes required to effectively manage adds moves and changes
* Inform the partner in a timely manner of any changes required at the renewal date
* Notify the partner of any issues they have with their services and the provisioning of said services.
* Adhere to any cancellation policies as detailed in this contract.

**Payment Terms:**

Please refer to your Quotation or Invoice for payment terms which are outlined.

Note are standard terms of Payment are 28 days from invoice date.

Termination Clause

Termination of contract early will require payment of remaining committed full amount to have your subscription released.

**Appendix:**

Microsoft 365 Service Level agreements can be found online here ( if this should change please refer to Microsoft site for updated terms): <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>

**Microsoft Customer Agreement:**

By entering a CSP agreement with your partner, you are also accepting the terms of the Microsoft customer agreement as per below.

Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

***License to use Microsoft Products***

1. **License grant.**Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are non-transferable except as expressly permitted under this Agreement or applicable law.
2. **Duration of licenses.**Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
3. **Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
4. **End Users.**Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
5. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.
6. **Reservation of Rights.**Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
7. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

* reverse engineer, decompile, or disassemble any Product, or attempt to do so;
* install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms;
* work around any technical limitations in a Product or restrictions in Product documentation;
* separate and run parts of a Product on more than one device;
* upgrade or downgrade parts of a Product at different times;
* transfer parts of a Product separately; or
* distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

1. **License transfers.**Customer may only transfer fully-paid, perpetual licenses under this Agreement to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a license transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Nothing in this Agreement prohibits the transfer of Software to the extent allowed under applicable law if the distribution right has been exhausted.
2. **Customer Eligibility.**Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligiblitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

***Non-Microsoft Products.***

Non-Microsoft Products are provided under separate terms by the Publishers of such products.  Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher.  Microsoft may provide Customer’s contact information and transaction details to the Publisher.  Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

***Verifying compliance.***

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft’s expense, Microsoft may verify Customer’s and its Affiliates’ compliance with this Agreement at any time upon 30 days’ notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft’s other remedies, if unlicensed use is 5% or more of Customer’s total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

1. **Personal Data.**Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer’s contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
2. **Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

***Confidentiality.***

1. **Confidential Information.** “Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer’s account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products or services.
2. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
3. **Disclosure required by law.** A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
4. **Residual information.**Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
5. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

1. **Limited warranties and remedies.**

* **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer’s use. Customer’s remedies for breach of this warranty are described in the SLA.
* Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer’s sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

1. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or pre-release products, or to components of Products that Customer is permitted to redistribute.
2. **Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Defence of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defence and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties’ sole remedies and entire liability for such claims.

1. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer’s license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer’s continued use of a Product after being notified to stop due to a third-party claim.
2. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service 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; or (2) Customer’s use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party’s maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

1. For Products ordered on a subscription basis, Microsoft’s maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
2. **Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US$5,000.
3. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
4. No limitation or exclusions will apply to liability arising out of either party’s (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defence obligations; or (3) violation of the other party’s intellectual property rights.

Partners.

1. Selecting a Partner. Customer may authorize a Partner to place orders on Customer’s behalf and manage Customer’s purchases by associating the Partner with its account. If the Partner’s distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
2. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner’s agreement with Customer, and its privacy commitments may differ from Microsoft’s. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner’s administrative privileges at any time.
3. Support and Professional Services. Customer’s Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

***Pricing and payment.***

If Customer orders from a Partner, the Partner will set Customer’s pricing and payment terms for that order, and Customer will pay the amount due to the Partner.  Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

1. **Payment method.**Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft’s use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
2. Microsoft may invoice eligible Customers. Customer’s ability to elect payment by invoice is subject to Microsoft’s approval of Customer’s financial condition. Customer authorizes Microsoft to obtain information about Customer’s financial condition, which may include credit reports, to assess Customer’s eligibility for invoicing. Unless the Customer’s financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer’s eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
3. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
4. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
5. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
6. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer’s payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, “Electronic Payments”). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
7. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

1. This Agreement is effective until terminated by a party, as described below.
2. **Termination without cause.**Either party may terminate this Agreement without cause on 60 days’ notice. Termination without cause will not affect Customer’s perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
3. **Termination for cause.**Without limiting other remedies it may have, either party may terminate this Agreement on 30 days’ notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

* All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
* All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
* If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

1. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
2. **Termination for regulatory reasons.**Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

1. **Independent contractors.**The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other’s Confidential Information.
2. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
3. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
4. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer’s payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
5. **S. export.**Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
6. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
7. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
8. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
9. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
10. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Ireland Operations Limited

One Microsoft Place

South County Business Park

Leopardstown

Dublin 18, Ireland

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

1. Applicable law. This Agreement will be governed by and construed in accordance with the laws of Ireland. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
2. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

* If Microsoft brings the action, the venue will be where Customer has its headquarters.
* If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
* If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

1. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
2. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
3. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Ireland Operations Limited.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, pre-release versions, updates, patches and bug fixes from Microsoft.  Product availability may vary by region.  “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

**Summary of Some Important Terms & Conditions**

1. Agreement: By using any of the Services, you agree to be bound by these Terms. If you’re using the Services on behalf of an organization, you are binding the organization to these Terms.
2. Changes to Terms: Compupac IT Solutions LTD reserves the right to change the Terms at any time. Any changes will be effective upon posting the revised version on the Service. Your continued use of the Services constitutes acceptance of these changes.
3. Your Account: To access certain Services, you must obtain an account with Compupac IT Solutions LTD by completing a registration form and designating a user ID and password. You are responsible for all activities on your account and must keep your account information confidential.
4. Suspension and Termination: You may stop using the Services at any time. Compupac IT Solutions LTD may suspend or terminate your access to the Services if you violate these Terms or pose a risk to the Services.
5. Fees and Payments: You agree to pay all applicable fees for the Services. Failure to meet payments on time may result in a loss of service, and accounts with outstanding balances may eventually be deactivated.
6. Data Controller and Processor: For the Services provided, you are the data controller and Compupac IT Solutions LTD is the data processor acting on your behalf.
7. Arbitration and Jurisdiction: Any controversy or claim arising out of these Terms will be settled by arbitration in Sligo, Ireland. The Terms will be governed by the laws of Ireland.
8. Entire Agreement: These Terms constitute the entire and exclusive agreement between you and Compupac IT Solutions LTD with respect to the Services and supersede any other agreements, terms, and conditions applicable to the Services.
9. Offboarding:
10. a.   All Microsoft Licensing must be paid for up until the end of their NCE Renewal date

b. Managed Firewall agreements run for a period of 3 Years from beginning of Start date. And must be paid till the end  
date of the agreement.

c.   When a client wishes to off board, we require a minimum of 3 Months notice. You will be charged your normal fee for three months and you must also meet your obligations for your Microsoft NCE Licences and Managed Firewall liabilities. Client must clear their account in full before full offboarding is complete to another provider.

d. Modern Workplace agreement for maintenance contracts are Yearly rolling contracts in line with NCE agreements or signed agreement dates if already a client on licensing is on NCE. And must be paid till the end date of the agreement.

e.   There is an Offboarding Fee of €595 for all sites less than 5 users and €995 for all sites above 5 users.

f.   No passwords or information will be given to our clients until the above criteria is met.