General terms and conditions Resello

These general terms & conditions apply to all offers, quotations and subsequent agreements between Resello B.V., Chamber of Commerce 58052410 and VAT number NL852851728B01 ("Resello"), and its counterpart ("Reseller"). The application of any purchasing terms of Reseller are expressly rejected. Any terms & conditions that deviate from these general terms & conditions are valid only if expressly confirmed in writing by Resello.

Article 1. Reseller signup

1.1. Reseller can sign up online, accepting these terms and conditions. Upon acceptance by Resello (which may be refused without reason) Reseller will be granted access to an administrative account with which Reseller can operate the services at his discretion, within the limits set by Resello as agreed during signup.

1.2. Resello may assume that all activities that occur using the administrative account or any additional account are authorized by Reseller. If Reseller suspects an unauthorized third party has gained access to a password, Reseller shall change its password as soon as possible and/or contact Resello as soon as possible so appropriate action can be taken.

1.3. Reseller must reference a working dedicated e-mail mailbox in the administrative account and consult this mailbox at least once a day for notices by Resello.

1.4. Reseller must use its best efforts to keep up to date on domain name registration and usage rules, including without limitation rules set by domain name registries. Resello will use its best effort to supply relevant information, but failure by Resello to supply certain pertinent information does not discharge Reseller from knowing the same.

Article 2. Resello Services

2.1. The Resello system offers a variety of online services, such as a brandable store front, a complete back office solution and a customer control panel ("Services"). Furthermore, Resello offers a variety of products such as Microsoft CSP, Acronis, sitebuilder and more. Reseller elects itself which Services to use or resell. When electing a Service, Resello shall indicate the cost and contract period during which the Service will be available for the benefit of Reseller.

2.2. Reseller can configure and use the Services within the limits set by Resello, which may change from time to time. Specific Services may set specific additional terms and conditions which Reseller must accept prior to being able to use the Service. In case of a conflict between these specific terms and the present document, the specific terms shall prevail.

2.3. Reseller is itself solely responsible for maintaining copies of data stored using these online services. While Resello backs up such data for recovery of catastrophic events, the recovery of individual files or data items from a backup is only possible in exception cases and against payment of the customary hourly rate of Resello.

2.4. All software provided by Resello in the context of the agreement is licensed and not sold. Resello and its licensors retain all right, title and interest in the software and any updates thereto. Except to the extent permitted in article 3 below, Reseller only holds a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to use the software for the term of the agreement.

Article 3. Reseller authorization

3.1. Reseller is authorized to resell the services offered by Resello to third parties, in a multi-tier fashion if desired and – in some cases - contractually permitted. Reseller acts towards these third parties at its own risk and reward. Resello shall not be a party to any such reselling agreements. Reseller shall at all times comply with Dutch and applicable local law.

3.2. Where in these terms and conditions a reference is made to a customer of Reseller, this reference shall include all parties that have a direct or indirect relationship with Reseller, including through multi-tier levels of reselling.

3.3. Reseller must present and enforce adequate general terms and conditions to its customers, and demand that any customers that themselves resell the Services do the same. The terms and conditions must be at least a strict as the present terms, and must provide for indemnification of Resello by claims from its customers.

3.4. The terms and conditions of Reseller must pass on all obligations imposed on Reseller to all of its customers, including through multiple levels of reselling. Reseller is itself at all times liable for a failure by one of its customers to comply with such obligations as if it committed the failure itself.

3.5. Reseller may determine its own prices and packaging of services. Reseller may not misrepresent the content of packages, and may only use the name and logo of Resello in a business-like, neutral fashion to indicate Resello is a supplier of Reseller.

3.6. Resello shall not contact customers of Reseller except in case of emergencies where Reseller is not responsive, or where Resello is obligated by vendors or domain name registries to contact customers directly. However, in case the agreement with Reseller is terminated, Resello has the right to make an offer to such customers for the continued provisions of services with Resello or another customer of Resello.

3.7. Reseller furthermore will not, directly or indirectly, sell or solicit sales, nor transfer Services of or provided by Resello to any entity or individual located in, organized under the laws of, or ordinarily resident in any country or geographic region subject to comprehensive sanctions administered by OFAC or the EU, which currently includes Iran, North Korea, Syria and others.

Article 4. Service levels

4.1. Resello shall use commercially reasonable efforts to ensure continued availability and good quality of the Services, but cannot guarantee that these will be available for the benefit of Reseller or its customers at all times.

4.2. In case of any interruption or limited availability, Resello shall make commercially reasonable efforts to remedy interruptions as soon as possible. Reseller shall provide all necessary support upon request. If the interruptions are attributable to third parties, such as a telecommunication provider, Resello's only obligation is to urge that third party to ensure efficient remedy of that interruption.

4.3. From time to time Resello may perform maintenance on the Services or upgrade their functionality. This will be announced at least 7 days in advance, except in case of emergency maintenance. Maintenance will be carried out when usage of the service in question is low.

4.4. As some Services are offered on a Software-as-a-service basis, Resello can only upgrade or modify these Services for all its customers at the same time. No exceptions for Reseller can be made to retain functionality or to revert certain upgrades.

4.5. Resello may discontinue Services at its discretion, at the end of a Service contract period or upon discontinuation of services of third party suppliers.

Article 5. Acceptable use policy

5.1. Reseller shall not use the services or allow its customers to use the services in any manner that violates any applicable civil or criminal law or that negatively affects the performance of the service provision by Resello.

5.2. The preceding includes but is not limited to

    a) storage or distribution of materials in violation of applicable intellectual property rights, which materials include (but are not limited to) torrent files, magnet links, hash codes and the like; or

    b) storage or distribution of materials with evidently defamatory, libellous, harassing, threatening, child pornographic, racist, homophobic content; or

    c) storage or distribution of content relating to fraud, misleading trade practices, pyramid schemes, Ponzi schemes or multi-level marketing systems; or

    d) sale or marketing of products in violation of applicable law in the target market, e.g. pharmaceutical products or weapons storage or distribution of materials that violate the privacy of third parties; or

    e) the operation or control of botnets, viruses, Trojan horses or the like; or

f) storage or distribution of viruses, Trojans, spyware or other malicious software; or

g) running or controlling Internet Relay Chat bots, bots for multiplayer games, cloning scripts, proxy or redirection services; or

h) initiation or toleration of processes which reasonably can be assumed to be a nuisance to the general public and/or to have a detrimental effect on the systems used for any service, including without limitation the execution of denial-of-service attacks, port scanning or automated password cracking, or the mass sending of e-mail; or

i) any violations of the generally accepted rules and codes of conduct regarding the services, including those laid down in the Internet Request for Comments (RFC) 1855 and its successors and companions; or

j) distribution or (re)selling of the provided stock images or a modified version of them.

5.3. Resello may block, adapt or remove any materials or restrict access to a Service or content if Resello, at its sole discretion, determines that such Service or content is likely to be unlawful or in violation of the above terms. Resello does not need to consult or inform Reseller in such a case. Resello is not liable for any damages Reseller may suffer as a result of its actions under this clause.

5.4. In case Reseller's use of a Service or associated resources substantially exceeds reasonable use (e.g. extremely high data traffic or resource usage) Resello may suspend the offending usage until the matter has been discussed with Reseller and an appropriate solution (such as a hard limit on the resource usage or an upgrade to a higher offering) has been found.

5.5. In case a real or suspected violation of the above terms is raised by a third party which claims harm from the violation, Resello is entitled to provide name, address, payment data and other information identifying Reseller to the third party if applicable law requires it to do so.

5.6. Resello will comply with all proper governmental or court orders regarding the provision of any information or the suspension of services in accordance with law.

5.7. Resello is entitled to invoice Reseller at its customary hourly rate for any actions carried out under this section if the material or use in question can be attributed to Reseller.

5.8. When reseller or his customers purchases a Slimsite plan with e-commerce options (supplied by Ecwid), reseller also complies with the Ecwid terms and conditions (https://www.ecwid.com/terms-of-service)

5.9. Reseller will take care to make his customers and sub-resellers compliant with the Ecwid terms of service. The terms and conditions must be at least as strict as the present terms, and must provide for indemnification of Resello by claims from its customers.

Article 6. Reseller support

6.1. Reseller is itself responsible for all customer support to its customers.

6.2. Resello shall offer a sufficient level of documentation to allow Reseller to manage the Services for the benefit of its customers.

6.3. Resello is available for a reasonable level of support to Reseller itself, but only concerning technical issues regarding the Services as offered by Resello.

Article 7. Payment

7.1. Fees for Services are paid from the account balance held by Reseller. Reseller can make payments to the account balance at any time. The minimum required deposit for any pre-paid payment is set at 100 Euro, or the equivalent in any other currency that Resello can process.

7.2. All fees charged by Resello are due the moment a Service is elected by Reseller and will be deducted from Reseller's balance immediately. In addition Resello may charge certain penalties or administrative charges as provided in these terms and conditions from the balance.

7.3. For orders for certain Services Resello will make a reservation charge at Reseller's account balance for the appropriate fees. Upon completion of the order, the reservation charge will be finally deducted from the account. If the order fails, the reservation charge shall be lifted from the account balance by Resello.

7.4. Reseller is itself solely responsible for ensuring sufficient balance is available on the account. Resello is under no obligation to deliver any Service if the account balance is insufficient at the moment the Service in question is requested, even if the Service is to be delivered to a customer of Reseller.

7.5. If Reseller wishes to terminate the commercial relation with Resello, a refund of positive balance funds can be requested within 90 days after deactivation of Services. A 25 Euro administration fee - or the equivalent in any other currency - is charged for any refund requested by Reseller. Should the balance amount be lower than the administration fee when a refund is requested by Reseller, no refund will be issued to Reseller and the balance will be cleared to zero.

Article 8. Data protection

8.1. Personal data of registered domain name holders is processed by Resello on behalf of Reseller, where Resello operates as a data processor as that term is defined in applicable European data protection legislation.

8.2. Resello shall comply at all times with such legislation during the provision of services. In particular, Resello shall only allow access to personal data by its employees and contractors to the extent necessary

for the proper performance of its obligations. Resello shall ensure that all such employees and contractors shall maintain the confidentiality and security of the personal data.

8.3. Reseller is responsible for obtaining appropriate consent or other proper legal basis for the data processing, and must be able to supply proof of same to Resello. Reseller shall indemnify and hold harmless Resello from all claims from data subjects relating to missing consent or insufficient legal basis.

8.4. Reseller is responsible for any requests for disclosure, correction or erasure regarding personal data made by natural persons. In case Resello receives such a request, it shall be forwarded to Reseller for further handling.

8.5. Resello may store personal data with a third-party data escrow service for security purposes. This includes third parties outside the European Union, but only if Resello has concluded a proper data processing agreement with these parties and (if in the USA) the third parties are included in the US Safe Harbor Program.

Article 9. Confidentiality obligations

9.1. Resello shall not access any Reseller data, except and to the extent strictly necessary for the provision of services, the solving of problems associated therewith, or with the express permission of Reseller. In such a case Resello employees shall operate under strict obligations of confidence.

9.2. No obligation to keep confidential exists for information that is available to the general public, was already in possession of Resello at the time Reseller supplied such data, is supplied by an independent party or was created by Resello independently and without the use of any information of Reseller.

9.3. In case of a lawful order by a competent authority Resello is entitled to supply Reseller data (including data of Reseller's customers) to such authority even if subject to an obligation of confidentiality. However, unless the order forbids same, Resello shall inform Reseller prior to such disclosure in order to allow Reseller to take legal action against the authority in question if desired.

Article 10. Limitation of liability

10.1. Resello shall be liable to Reseller only for direct damages arising out of its intentional misconduct towards Reseller or materially negligent performance of any of its obligations under the agreement.

10.2. Resello shall never be liable for any consequential, special, punitive and/or incidental damages, including loss of profits, arising out of or in connection with the agreement, even if advised of the possibility of such damages.

10.3. Any liability of Resello for an event shall be limited to the amount actually paid by Reseller to Resello in the two weeks preceding the date the event occurred.

10.4. No liability shall exist for damages that have not been reported to Resello in writing within two weeks of their occurrence, or for damages where Reseller failed to take appropriate measures to limit such damages.

10.5. Reseller shall indemnify, defend and hold harmless Resello against any and all losses, claims, damages, liabilities, actions, costs or expenses, including reasonable attorneys' fees incurred by it in connection with any claim from third parties, including customers of Reseller, in connection with the agreement.

10.6. Resello shall not be liable for any failure to fulfil any of its obligations under the agreement if that failure is due to force majeure. If the force majeure lasts for more than thirty consecutive days, either party is entitled to terminate the agreement with immediate effect. No obligation to reimburse any costs, fees or expenses shall exist for either party in case of such termination.

Article 11. Term and termination

11.1. This agreement is entered into for one year upon activation of the administrative account. Unless either party timely sends written notice of termination to the other party, the agreement will at the end of that period renew for an additional period of the same length.

11.2. Reseller may terminate by means of written notice at least one month prior to the end of the period referred to in the previous section. Resello may terminate by means of written notice at least three months prior to the end of this period.

11.3. In case a party blamefully fails to comply with the material obligations under the agreement, the other party may terminate the agreement, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible.

11.4. A party may immediately terminate the agreement by written notice to the other party, without the requirement for notice of default or intervention of the Court, in the event of the following: if the other party has been granted suspension of payments, whether provisionally or not; if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days; if the other party files for bankruptcy itself; or if the other party's enterprise is dissolved or terminated, except for the purpose of a merger with or absorption by another company.

11.5. If a credit balance remains upon termination, the balance is forfeited to Resello.

Article 12. Change of agreement

12.1. The agreement, including these terms and conditions may only be modified by a written document executed by the parties.

12.2. Resello has the right to adapt or add to these terms and conditions at any time. Such adapted or additional terms shall enter into force 30 days after communication thereof to Reseller. Adaptations to article 5 (Acceptable use policy) shall enter into force immediately after communication.

12.3. Resello reserves the right to change purchase prices and conditions for Reseller at any time. Such price changes shall have effect 30 days after notification thereof to Reseller. Price increases as a result of changed purchase conditions for Resello by its suppliers shall have immediate effect.

12.4. If Reseller does not wish to accept an adapted or additional term, Reseller must raise its objection to Resello within these 30 days after being notified about these terms. Resello then may, at its discretion, withdraw the adaptation or addition. If Resello does not do so, Reseller has the right to terminate the agreement within these 60 days. Failure to terminate so constitutes acceptance of such terms.

Article 13. Applicable law and disputes

13.1. The law of the Netherlands governs the agreement and these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13.2. Any disputes arising between Resello and Reseller in connection with the agreement will be settled by the competent courts in the Netherlands for the principal place of business of Resello.

13.3. In the event that any part of the agreement or these terms and conditions become or are declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect the rest of this agreement. The parties shall in such a case determine one or more replacement provisions that most closely approximate the clause concerned and which is legal under applicable law.

13.4. The failure of either party at any time to require performance by the other party of any provision of the agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of the agreement be taken or held to be a waiver of any further breach of the same provision.

13.5. Neither party may bring an action, regardless of form, arising out of or related to the agreement more than one year after the cause of action has arisen or the date of discovery of such cause, whichever is later. However, in no event can an action be brought more than one year after the date of termination of the agreement.

Article 14. Miscellaneous terms

14.1. The parties enter into the agreement as independent contractors. No employment or agent/principal relationship is created by the agreement between Resello and Reseller or any of their respective employees or agents.

14.2. The agreement shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which shall not be unreasonably withheld. Any such assignment without such

consent will be null and void. However, no consent is necessary for an assignment or transfer of the agreement to any affiliate of the transferring party or any company that succeeds to substantially all of that party's business. Furthermore, Resello is permitted to assign and transfer the agreement to any third party. The agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

14.3. Any requirement for a "written" statement can be fulfilled by using fax or e-mail, provided the identity of the sender and the integrity of such fax or e-mail can be determined with sufficient certainty.

Special terms and conditions: Domain names

In addition to the general terms & conditions of Resello B.V., Chamber of Commerce 58052410 ("Resello"), the following special terms & conditions apply to the reselling of domain names for the benefits of end users of its counterpart ("Reseller"). The application of any purchasing terms of Reseller are expressly rejected. Any terms & conditions that deviate from these special general terms & conditions are valid only if expressly confirmed in writing by Resello.

Domain name orders

Reseller can order domain name registrations or transfers through the administrative account, or through an automated Application Programming Interface (API) or any other interface offered by Resello. Upon order placement Resello will attempt to register the domain name. Resello will make reasonable efforts to actually register or transfer an ordered domain name for Reseller, but does not guarantee the success of registration or transfer. Failure of completion of the order does not qualify for additional compensation.

Reseller must be able to supply proof of authorization by the intended domain name holder for all domain name orders and domain updates. If required by applicable domain name registry rules, Resello shall initiate a verification process with the intended domain name holder and block usage of the domain name until after completion of the verification process. Fees for the domain name, including any renewal(s) thereof, are independent of when the verification process is completed.

All domain name registrations, transfers and usage are subject to the terms set by the applicable domain name registry. The registry terms may change at any given time. Reseller must agree with these changes in order to continue a registration of a domain name managed by that registry. Reseller is itself responsible

for compliance with these terms. Resello reserves the right to decline any request for cancellation or deletion of a domain name. In such case, the costs for maintaining the domain name are debited from Reseller's account balance.

Domain name management

Reseller is itself responsible for operating one or more Domain Naming System (DNS) servers for ensuring the technical availability of domain names for Internet users. As a courtesy service, Resello operates a DNS server free of charge that can be used for such availability. Resello shall use commercially reasonable efforts to ensure continued availability of the domain name records as supplied by Reseller in its DNS server systems, but makes no guarantees whatsoever. Further, Resello is under no obligation to validate such records except for technical compliance with DNS specifications.

Reseller must ensure all domain name registration information (including, but not limited to: the registered domain name holder, admin, billing and tech contact details) are complete and accurate. Resello may suspend or delete a domain name if information is found to be incorrect or incomplete and this is not corrected within 14 days of notice to Reseller. Resello may permit the applicable domain name registry to inspect and validate such information. Under no circumstances may the registered domain name holder data be anything else than identification of the actual intended domain name holder.

The contract term for domain names is one year unless specified otherwise. Contract terms are silently renewed unless notice of termination is timely given by Resello.

Domain name terms and conditions

Reseller shall comply fully with all regulations set by domain name registries for which Reseller has registered domain names, including but not limited to the RAA 2013 provided by ICANN. In such regulations all references to a registrar (and, if applicable, a reseller) shall be read to apply to Reseller. Resello may enforce all obligations imposed therein on registrars towards Reseller and its customers, independently from actions taken by the registries. Resello determines if and how such terms and conditions apply in given situations, subject to further clarification by the registry itself.

Reseller shall present and acquire explicit assent to the applicable domain registry(s)'s terms and conditions from intended domain name holders shall enforce applicable domain registry(s)'s terms and conditions upon its customers, including registered domain name holders. Resello has the right to do the

same directly, but only if within five working days after notice Reseller does not itself appropriately enforce such terms and conditions.

Reseller shall fully cooperate with any domain name transfer request by any of its customers and complete the request within five working days. Unless a registry's terms and conditions state otherwise, Reseller may not suspend a transfer even when the domain name holder has outstanding invoices with Reseller.

Special terms and conditions: VPS

In addition to the general terms & conditions of Resello B.V., Chamber of Commerce 58052410 ("Resello"), the following special terms & conditions apply to the reselling of hosted Virtual Private Server (VPS) for the benefits of end users of its counterpart ("Reseller"). The application of any purchasing terms of Reseller are expressly rejected. Any terms & conditions that deviate from these special general terms & conditions are valid only if expressly confirmed in writing by Resello.

Article 1. Reselling of VPS environments

1.1. Resello shall facilitate Reseller in allowing End Users to elect the desired VPS configuration and options and subsequently order same online. In its ordering process Reseller shall clearly identify itself as the party with which End Users conclude an agreement for the ordered VPS environment(s).

1.2. Towards Resello Reseller shall be liable for actions undertaken by its End Users as if it committed the act itself.

Article 2. Availability of the VPS environments

2.1. It is the sole responsibility of Reseller to configure and make available the ordered VPS environment for the End User. As a courtesy, Resello may offer certain preconfigured environments and/or sample configuration settings on an "as-is" basis.

2.2. Resello shall use commercially reasonable efforts to ensure continued availability and good quality of the VPS environments, but cannot guarantee that these will be available for the benefit of Reseller or its End Users at all times. Any IP addresses assigned to the VPS environment remain the property of Resello and may change at any time.

2.3. In case of any interruption or limited availability, Resello shall make commercially reasonable efforts to remedy interruptions as soon as possible. Reseller shall provide all necessary support upon request. If

the interruptions are attributable to third parties, such as a telecommunication provider, Resello's only obligation is to urge that third party to ensure efficient remedy of that interruption.

2.4. From time to time Resello may perform maintenance on the VPS environment or upgrade their functionality. This will be announced in a timely manner, except in case of emergency maintenance. Maintenance will be carried out when usage of the service in question is low.

2.5. Resello is not obligated to make backups of End User data stored through the VPS environments (including software installed on the VPS environment, configuration changes made by End Users or data stored in databases associated with the VPS environment).

Article 3. Prices and payment (VPS)

3.1. VPS environments are made available on a month-by-month basis until cancelled by Reseller or End User. A month in which a VPS environment is activated or cancelled shall count as a whole month for billing purposes.

3.2. Fees for VPS environments operated on behalf of Reseller are paid from the account balance held by Reseller. Reseller can make payments to the account balance at any time.

3.3. Fees are due the moment a VPS environment is activated and further on the same day of each subsequent calendar month. In addition Resello may charge certain penalties or administrative charges as provided in these terms and conditions from the balance.

3.4. Reseller is itself solely responsible for ensuring sufficient balance is available on the account. Resello is under no obligation to activate or keep available a VPS environment if the account balance is insufficient at the moment the fee is due.

3.5. Resello is permitted to charge an administrative fee for re-activating a VPS environment that was disabled due to an insufficient account balance.

Article 4. Term and termination (VPS)

4.1. This agreement is entered into for an indefinite period of time upon activation of the administrative account.

4.2. Reseller may terminate by means of written notice at least one month prior to the desired end date. In case any VPS environments remain active on this date, the agreement remains in force until the last VPS environment agreement between Reseller and the applicable End User has expired or has been transferred to another reseller of Resello.

4.3. Resello may terminate by means of written notice at least three months prior to the desired end date.

4.4. In case a party blamefully fails to comply with the material obligations under the agreement, the other party may terminate the agreement, but only after the party that failed to comply has not remedied the failure within a reasonable time period after having received a written notice of default that is adequate and as detailed as possible.

4.5. A party may immediately terminate the agreement by written notice to the other party, without the requirement for notice of default or intervention of the Court, in the event of the following: if the other party has been granted suspension of payments, whether provisionally or not; if a petition for bankruptcy has been filed with respect to the other party and the petition has not been revoked within seven days; if the other party files for bankruptcy itself; or if the other party's enterprise is dissolved or terminated, except for the purpose of a merger with or absorption by another company.

4.6. Resello may charge an administrative fee for Reseller's termination based on the time needed by Resello to process the termination in its systems.

4.7. If a credit balance remains upon termination of all agreements with Resello, the balance is forfeited to Resello.

Special terms and conditions: Microsoft CSP

In addition to the general terms & conditions of Resello B.V., Chamber of Commerce 58052410 ("Resello"), the following special terms & conditions apply to the reselling of Microsoft CSP for the benefits of end users of its counterpart ("Reseller"). The application of any purchasing terms of Reseller are expressly rejected. Any terms & conditions that deviate from these special general terms & conditions are valid only if expressly confirmed in writing by Resello.

Article 1. Microsoft Cloud Agreement for CSP Indirect Partners

1.1. By accepting the Resello general terms and conditions, Reseller confirms to have consent from their End Customers to act on their behalf for accepting the Microsoft Cloud Agreement. All End Customers must agree with the Microsoft Cloud Agreement, since Microsoft requires customer confirmation information to be present for all transactions through the CSP program. This goes for transactions for both new and existing End Customers. If it is not present, Microsoft will not allow the transactions to be completed. Reseller can download the correct version of the Microsoft Cloud Agreement for the relevant customers' region (https://docs.microsoft.com/en-us/partner-center/agreements), country and/or language and can present this to End Customers for acceptance. Once acceptance for End Customers has been obtained, Reseller shall confirm this in the Resello Reseller Area.

Article 2. Microsoft Customer Agreement for CSP Indirect Partners

2.1. By accepting the Resello general terms and conditions, Reseller confirms to have consent from their End Customers to act on their behalf for accepting the Microsoft Customer Agreement (MCA). All End Customers must agree with the MCA, since Microsoft requires customer confirmation information to be present for all transactions through the CSP program. This goes for transactions for both new and existing End Customers. If it is not present, Microsoft will not allow the transactions to be completed. Reseller can download the correct version of the Microsoft Cloud Agreement for the relevant customers' region, country and/or language (https://www.microsoft.com/licensing/docs/customeragreement) and can present this to End Customers for acceptance. Once acceptance for End Customers has been obtained, Reseller shall confirm this in the Resello Reseller Area.

Article 3. Customer Discount & Customer Special Offer Transparency, Passthrough

3.1. "Customer Discount" means, collectively, any promotional or negotiated discount, offered by Microsoft to Reseller solely for the benefit of a Customer. If Microsoft provides Reseller with a Customer Discount for a State-Owned Enterprise or Government Customer, Reseller must ensure that the Customer Discount is passed through for the benefit of the Customer. This also means that the Reseller's price to the Customer may not exceed the Maximum Resell Price. "Maximum Resell Price" is the total estimated retail price for the Products less the applicable Customer Discount.

3.2. Except as otherwise provided in the section entitled "3.1 Customer Discount & Customer Special Offer Transparency, Passthrough" in these terms, Reseller has full discretion to set its own pricing for the resale or distribution of Products.