

Specific Product Terms

Microsoft Subscription Licensing

Version 2.0

Dated: 1st September 2023

1. About these terms and conditions

1.1. These Specific Product Terms

- a. This document is known as 'Specific Product Terms' [SPT], and states the specific terms and conditions under which VISITS agrees to supply the following Products and/or Services to the Customer, and upon which the Customer agrees to procure those Products and/or Services from VISITS
- b. The Products and/or Services to which these Specific Product Terms apply include:
 - i. Subscriptions
 - (a) Office 365 and Microsoft 365
 - (b) All other Microsoft Subscriptions, with the exception of Microsoft SPLA.
- c. These Specific Product Terms form part of the Agreement with the Customer, and should be read in conjunction with the other documents which form part of the Agreement including the MSGA and Dictionary available from our website at <https://visits.com.au/documents> as well as any Statement of Work.

1.2. Definitions

The following additional defined terms are used in this Specific Product Terms:

- **Annual Subscription** means a Subscription with an Initial Term and Extension Term of 12 months.
- **Microsoft Licence Program** [MLP] means the Microsoft program through which VISITS procures and sells Microsoft Subscription licensing to the Customer.
- **Microsoft Portal** means the Microsoft portal through which VISITS provisions and manages Microsoft Subscriptions under the Microsoft Licence Program.
- **Microsoft Subscription** means a Subscription to a Microsoft software license.
- **Monthly Invoice** means an invoice for Microsoft Subscriptions issued to the Customer monthly. It relates to how Fees are invoiced to the Customer, irrespective of any minimum Initial Terms or Extension Terms.
- **Monthly Subscription** means a Subscription with an Initial Term and Extension Term of 1 month.
- **New Term Cancellation Period** means 48 hours from the commencement of the Initial Term or any Extension Term.
- **Pause** means a temporary suspension of a Microsoft Subscription, during which end users cannot access services or files.
- **Seat** means an individual software license within a Microsoft Subscription.
- **SPLA** means Microsoft's Software Provider Licence Agreement.
- **Subscription Type** means a Monthly Subscription, Annual Subscription or Three Year Subscription.
- **Three Year Subscription** means a Subscription with an Initial Term and Extension Term of 36 months.
- **Upfront Invoice** means an invoice issued for Microsoft Subscriptions at the commencement of the Subscription which covers the Fees for the entire Annual Subscription or Three Year Subscription period.

2. Pricing & Subscription Changes

2.1. Pricing

- a. Pricing is as specified in the Statement of Work and is subject to change in accordance with clause 2.7 of this document and/or clause 3.3.e (Products – Subscriptions and Managed Solutions, Pricing) of the MSGA.

2.2. Basis of Pricing

- a. Microsoft Subscriptions are charged per Seat.
- b. Pricing will be listed in the Statement of Work.
- c. It is possible to have more than one Microsoft Subscription at the same time.

2.3. Changes to Subscriptions

- a. During the Initial Term or any Extension Term, you **can**:
 - i. add additional Seats at any time.
 - ii. upgrade a Seat to a higher tier product within the same product family.
 - iii. upgrade the Subscription Type to a longer commitment (eg: monthly to annual)
- b. During the Initial Term or any Extension Term, you **cannot**:
 - i. remove or reduce Seats.
 - ii. downgrade a Seat to a lower Tier product.
 - iii. downgrade the Subscription Type to a shorter commitment (eg: annual to monthly).

2.4. Minimum

- a. Unless otherwise specified in a Statement of Work, there is no minimum Seat count.
- b. Unless otherwise specified in a Statement of Work, there is no Minimum Spend.

2.5. Billing Arrangements

- a. Monthly Subscriptions
 - i. Invoices will be issued monthly in arrears and will contain:
 - (a) Fees for any Seats active the entire month
 - (b) Prorated Fees for any Seats added during the month
 - (c) Prorated Fees for any Seats cancelled during the month (subject to clause 3.3)
 - ii. The Monthly Invoice must be paid by Direct Debit. This Direct Debit will be processed approximately 7 days after issue of the Monthly Invoice, thereby giving you time to review the invoice.
- b. Annual Subscriptions with Monthly Invoice arrangements:
 - i. Annual Subscriptions with Monthly Invoice arrangements are subject to approval by VISITS and will only be provided where the Customer is of good credit standard.
 - ii. Invoices will be issued monthly in arrears and will contain:
 - (a) Fees for any Seats active the entire month
 - (b) Prorated Fees for any Seats added during the month
 - iii. The Monthly Invoice must be paid by Direct Debit. This Direct Debit will be processed approximately 7 days after issue of the Monthly Invoice, thereby giving you time to review the invoice.
- c. Annual Subscription with Upfront Invoice arrangements, and Three Year Subscriptions.
 - i. Invoices will be issued on provisioning of a Microsoft Subscription or any additional Seat.
 - ii. Prorated Fees will apply to any additional Seats added during an Initial Term or any Extension Term. The Prorated Fee will be calculated to the end of the Initial Term or Extension Term, and billed at the end of the month in which the additional Seats were added.

2.6. Payment Options

- a. Unless otherwise specified in a Statement of Work, an Upfront Invoice will be issued for all Annual Subscriptions,
- b. Three Year Subscriptions are only available with Upfront Invoicing.
- c. VISITS may allow Monthly Invoices for Annual Subscriptions where:
 - i. The Statement of Work specifically states that Monthly Invoices will be issued; and
 - ii. Where the Customer has signed an MCA; and
 - iii. Where the Customer has a Credit Account with VISITS that is in good standing.

- d. To remove any doubt, the provision of Monthly Invoices for Annual Subscriptions does not vary the duration of the Initial Term or any Extension Terms, and the Customer is obligated to continue paying the Monthly Invoices until the Subscription has been cancelled in accordance with clause 3.
- e. Failure to adhere to payment terms on Monthly Invoices for Annual Subscriptions may result in suspension of the Monthly Invoices and a requirement for full payment of the balance of the Annual Subscription fees.

2.7. Price Changes

- a. Prices are fixed during the Initial Term and any Extension Term.
- b. Prices are subject to change at the expiry of an Initial Term or any Extension Term;
 - i. In the case of variations to Microsoft's list pricing:
 - (a) Immediately on the provision of Notice to the Customer, which may include Notice provided together with an invoice for those Subscriptions.
 - ii. In all other cases, on the provision of a minimum 30 days' Notice.

2.8. Automatic Renewal

- a. The Initial Term and any Extension Terms for Microsoft Subscriptions will automatically rollover for another Extension Term unless:
 - i. The Customer advises VISITS in writing at least 30 days prior to the end of the Initial Term or any Extension Term that:
 - (a) They want to maintain their Microsoft Subscriptions but change the Subscription Type (in which case, the automatic rollover will be to the newly selected Subscription Type; or
 - (b) They want to cancel the Microsoft Subscriptions, in which case the Microsoft Subscriptions will be deactivated at the expiry of the Initial Term or Extension Term.

2.9. Overdue Accounts

- a. If an Invoice for a Microsoft Subscription is overdue and remains overdue, in addition to any other remedies as outlined in clause 5.5 of the MSGA, VISITS may Pause the Microsoft Subscription on provision of 5 Business Days' notice; or
- b. If an Invoice is overdue by more than 60 days, Pause the Microsoft Subscription without Notice.

3. Term and Termination

3.1. Commencement

- a. The Initial Term commences on provisioning of the Subscription in the Microsoft Portal, in accordance with clause 3.3.a (Products – Subscriptions and Managed Solutions, Commencement Date) of the MSGA.

3.2. Term

- a. The default terms for Microsoft Subscriptions is an Annual Subscription unless a Monthly Subscription or Three Year Subscription are specified in a Statement of Work.
- b. The default payment arrangements is an Upfront Invoice, unless a Monthly Invoice arrangement is specified in a Statement of Work.
- c. An Annual Subscription has:
 - i. Initial Term of 12 months.
 - ii. Extension Term of 12 months.
 - iii. Minimum Notice Period of 1 month.

3.3. Termination

- a. Termination at Contract Expiry
 - i. The Customer may cancel any or all Microsoft Subscriptions at Contract Expiry, by giving written notice with the Minimum Notice Period.
- b. Termination during an Initial Term or any Extension Term
 - i. The Customer may terminate any or all Microsoft Subscriptions during the New Term Cancellation Period. Pro-rata charges will apply to the period of time the Microsoft Subscription was active.
 - ii. The Customer may terminate any or all Microsoft Subscriptions during the Initial Term or any Extension Terms;

- (a) On the provision of 30 days' written notice; and
 - (b) By payment of an Early Termination Payment equal to 100% of the Remaining Contract Value.
- iii. To remove any doubt, other than during the New Term Cancellation Period, VISITS does not permit cancellation of any Microsoft Subscriptions during the Initial Term or any Extension Term, and the Customer may not terminate a Microsoft Subscription provided by VISITS during the Initial Term or Extension Term without full payment of the Remaining Contract Value, irrespective of the reason for such termination including termination for cause.
- iv. The transfer of a Microsoft Subscription away from VISITS to another provider is deemed to be a termination of the Microsoft Subscription for the purposes of clause 3.3.b.ii.