



CSP and Product Agreement

For

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CSP and Product Agreement Number: _____

DOCUMENT VERSION: 08.01.2024

CSP AND PRODUCT AGREEMENT

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THIS CSP AND PRODUCT AGREEMENT ("**Agreement**") between Henson Group, Inc., a Delaware corporation of 1221 Brickell Avenue, Suite 900, Miami, FL 33131 ("**HG**") and the undersigned ("**Client**") is effective upon execution by Client. HG and Client are referred to below as the "**parties**" and each as a "**party**".

1. Products and Services. This Agreement identifies products and services Client seeks to purchase from HG in Schedule A and establishes the terms and conditions upon which HG will sell such products and services to Client. This Agreement hereby incorporates the terms and conditions of that certain Master Service Agreement ("**MSA**") between the parties. Unless indicated otherwise in this Agreement, the MSA governs any conflict with the terms of this Agreement or any SOW existing under this Agreement.

Following execution of this Agreement, each subsequent engagement under this Agreement shall be defined in a separate Statement of Work ("**SOW**") incorporating the terms of this Agreement and including a statement of deliverables identifying products and services, pricing and payment terms, acceptance criteria, and other applicable terms and conditions of such engagement. Each SOW constitutes a separate contract. Unless indicated otherwise in a SOW, this Agreement governs any conflict with the terms of any SOW existing under this Agreement.

The terms and conditions of this Agreement are subject to amendment from time to time by HG on 30 days prior written notice. Client expressly agrees to be bound by any such revisions prior to termination of this Agreement. All changes to this Agreement will be available for your review here: www.hensongroup.com/terms. Please review these changes thoroughly and often.

2. Authorized Use and Compliance. HG is an authorized reseller of Microsoft business computing products and services ("**Microsoft Products and Services**") and other products and services (altogether with Microsoft Products and Services, the "**products and services**"). In addition to the terms and conditions of this Agreement, Client's purchase and use of and access to Microsoft Products and Services, and all other third-party products and services, is subject to compliance with all terms and conditions applicable to such products and services, as amended by the vendor of such products and services from time to time.

Microsoft Products and Services are licensed and not sold. Licenses granted for metered products billed periodically based on usage continue as long as Client continues to pay for its consumption of the Microsoft Products and Services. Microsoft may, in its sole discretion, modify Microsoft Products and Services, including by adding/removing new features or functionality, or otherwise, from time to time and without prior notice. HG is not an agent of Microsoft and is not authorized to enter into any Agreement with Client on behalf of Microsoft.

3. Support. HG will provide *Premier+ Support* for the Client's Azure and/or Microsoft Modern Workplace Services and be Client's point of contact for all support questions, in accordance with HG's support terms defined in Schedule B. HG will charge the Client a nominal fee for provision of support as identified in Schedule A. Support is provided only for systems Client has deployed in accordance with the Microsoft best practices documentation found at <https://docs.microsoft.com/en-us/> HG will make use of Microsoft Support resources when necessary.

4. Payment. All fees and charges applicable to products and services, and support under this Agreement are described in Schedule A (altogether, the "**Fees**"). The MSA includes invoicing and payment terms applicable to this Agreement. Client acknowledges that HG purchases Microsoft Products and Services from Microsoft and third-party distributors for resale to Client. Upon execution of this Agreement, HG will be obligated to Microsoft and/or third-parties for the cost of any such Microsoft Products and Services delivered to Client under this Agreement. HG will be billed periodically for metered Microsoft Products and Services provided to Client under this Agreement based on Microsoft usage reports for the prior month. Immediately upon such billing, HG will charge or invoice Client for such amounts and Client agrees to pay HG such amounts in accordance with this Agreement.

(a) **Payment Due Date.** Unless extended credit terms are made available under paragraph (b) below, all HG invoices are due immediately upon receipt by Client (the "**Due Date**"), without setoff. Prepayment for products and services may be required initially and at any other time during the term of this Agreement upon written notice. Failure to pay any amounts due to HG in accordance with this Agreement is a material breach of this Agreement.

(b) **Extended Invoice Payment Terms.** HG may offer eligible Clients extended payment terms. Client's eligibility for extended payment terms is subject to HG's approval of Client's financial condition as of the date of this Agreement, and from time to time in its sole discretion. Client authorizes HG to obtain information about Client's financial condition, including credit reports, to assess Client's eligibility extended payment terms. Unless Client's financial statements are publicly available, Client may be required to provide balance sheets, profit and loss and cash flow statements to HG from time to time. Client may also be required to provide security for payment in a form(s) acceptable to HG. HG may withdraw Client's eligibility for extended payment terms at any time and for any reason. Client must promptly notify HG of any changes in its company name or location and of any significant changes in its ownership, structure, or operational activities.

(c) **Cancellation Fee.** Client shall be responsible for all cancellation fees charged by Microsoft for cancellation of Microsoft Products and Services. All open invoices and anticipated consumption must be paid in full before cancellations or transfers are approved. Anticipated consumption is based upon average daily consumption for the 90-day billing period prior to notice to cancel. If there is a credit due upon completion of transfer, that credit will be returned to client within 30 business days of Henson Group receiving the credit from Microsoft. Azure RIs are not available for cancellation or refund.

(d) **Refunds.** Except as specifically provided in this Agreement, HG does not provide refunds of any amounts paid under any agreement for any reason. Client may request that HG initiate a refund request with Microsoft and/or other third-party distributor(s). Any such request must be made by Client to HG in writing within 30 days of the event giving rise to the refund request. To the extent HG uses any third-party distributor to provide products and services to Client under this Agreement, such refund request must be made directly by such third-party distributor to Microsoft. HG cannot guaranty that such third-party distributor will make a refund request to Microsoft. Microsoft may or may not consider any refund request. If Microsoft does consider a refund request, there is no guarantee it will refund any amount. All refund determinations are made directly by Microsoft and not by HG. **Initiating a refund request with Microsoft or a third-party distributor does not change the Due Date or payment terms of any HG invoice. All amounts invoiced to Client by HG remain due and are payable in accordance with this Agreement notwithstanding any refund request.** The process of requesting and receiving any refund from Microsoft or a third-party distributor can be lengthy. To the extent any refund or other credit is issued to HG in favor of Client by Microsoft or another third-party distributor, Client hereby directs and authorizes such refund to be first applied to any amounts due to HG under this Agreement, or other amounts due from Client to HG until such refund is exhausted, and any remaining balance shall be delivered to Client. C

(e) **Taxes.** HG prices exclude applicable taxes unless specifically identified as tax inclusive. Client shall pay all applicable sales, stamp, use, excise, value added, goods and services, gross receipts, or other similar transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges, assessments or duties or similar amounts imposed by any governmental authority (plus related interest and penalties) that are based on related to products or services provided by HG to Client, or amounts paid to HG by Client. Client shall be responsible for all other taxes that it is legally obligated to pay including any taxes that arise from distribution or provision of any products or services by Client to its affiliates, 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 HG or Client is subject to an audit by a government agency responsible for the administration of taxes arising from this Agreement, or any other agreement between the parties, each party shall use reasonable efforts to cooperate in defense of such audit.

This Section 4 is a material term of this Agreement and HG would not sell products and services to Client on other payment terms.

5. Client Responsibilities. In addition to Client responsibilities set forth in any SOW under this Agreement:

(a) Client will provide HG with the cooperation, access and information required by HG to implement, configure, maintain, support and deliver the products and services, including, where applicable, test time on Client's computer systems and networks and personnel appointed for project management as set forth below.

(b) Client acknowledges and agrees that it is solely responsible for the following:

(i) Client use of products or services delivered by HG under this Agreement;

(ii) Use of products or services delivered by HG under this Agreement by any affiliate of Client;

(iii) Compliance with terms and conditions of this Agreement, the MSA, any SOWs existing under this Agreement, and all other agreements applicable to Client use of products or services delivered by HG under this Agreement;

(iv) Compliance with applicable laws governing use of products or services delivered by HG under this Agreement;

(v) Monitoring consumption of Azure and other products and services subject to metered billing and enabling consumption warnings and governance of all metered products and services. Client acknowledges and agrees that HG is not responsible for costs incurred by Client from metered products and services, including Microsoft Azure;

(vi) Validating Azure Reserved Instance types or Savings Plans prior to provisioning. Any problems or other issues with such Reserved Instances or Savings Plans must be disclosed to HG within five (5) business days of provisioning. HG will honor Microsoft terms for any refund granted by Microsoft for such products, which include a restocking fee (12% as of December 2021) if the Reserved Instance or Savings Plan is incorrect or returned before the end of the license term. Reserved Instances or Savings Plans over \$50,000 are non-refundable;

(vii) Client will provide all necessary Azure / Office 365 permissions (e.g., GDAP and/or RBAC roles) as required for Henson Group to provide Support. HG will specify required permissions/roles at time of customer onboarding. Without these permissions / roles, HG cannot provide Support, and all pricing of Azure / Office 365 will revert to MSRP;

(viii) Client shall specify Henson Group as PAL on all CSP and non-CSP Microsoft cloud subscriptions and accept Ingram Micro and Henson Group relationship links;

(ix) Payment of all amounts billed to Client accounts by Microsoft or other vendors for products or services delivered by HG in accordance with this Agreement;

(xi) Notifying HG at least 3 business days in advance regarding the details of any changes by Client to the products and services purchased under this Agreement;

(xii) Accept all relationship and administration permission links which are required to provision products and services and provide access for Microsoft Premier Support and HG Support Services when needed;

(xiii) Notifying Client's insurance providers of the work to be undertaken by it and HG under this Agreement in connection with Client's computer systems and information systems; and

(xiv) All other Client responsibilities specifically identified in a SOW.

(c) Client will be the primary administrator for Client's Azure account(s), and all other Client accounts for Microsoft Products and Services. Client will not identify HG as the primary administrator on any Client account for Microsoft Products and Services, or other products or services.

(d) HG will be excused from its failure to perform any obligation under this Agreement to the extent such failure is caused by Client's delay or failure to perform its responsibilities.

(e) Client shall be solely responsible for the installation, operation, maintenance, use and compatibility of hardware or software not sold or otherwise provided by HG, and HG shall have no responsibility or liability in connection therewith

or for the security of Client's own facilities, network and systems. Except as may otherwise be specifically stated herein, in the event that hardware or software not provided by HG impairs Client's use of any services: (i) Client shall remain liable for payment for all deliverables; (ii) any service specifications or service levels applicable to the services shall not apply; and (iii) HG shall not be liable for any losses, damages, costs or expenses of Client as a result thereof. Client shall cooperate with HG in setting up the initial configuration of hardware and software provided by HG and comply with HG's instructions and other technical requirements in connection therewith.

6. Termination.

(a) **Term.** The term of this Agreement shall commence on the date it is executed and delivered by Client and shall continue until terminated as provided below.

(b) **Termination Without Cause.** Either party may terminate this Agreement without cause on 60 days' prior written notice to the other. Termination without cause will not affect Client's prepaid licenses for products or services, which will continue for the duration of the applicable subscription period(s), subject to the terms of this Agreement. Client may not terminate this Agreement without cause unless and until all amounts due and owing to HG have been paid in full, and Client has prepaid amounts requested by HG for non-invoiced metered Products based on estimated consumption. Client will receive a refund of any prepaid amounts in excess of actual consumption.

(c) **Termination With Cause.** Without limiting other remedies it may have, either party may terminate this Agreement for material breach on 60 days' ("**Notice Period**") prior written notice to the other if the other party fails to cure the breach within the Notice Period. Upon such termination: (1) All licenses granted under this Agreement will terminate immediately except for prepaid licenses. Prepaid licenses will continue through the expiration date. No refund will be made for perpetual or term licenses; (2) Client may not terminate this Agreement unless and until all amounts due and owing to HG have been paid in full; and (3) Client shall prepay amounts requested by HG for non-invoiced metered Products based on estimated consumption. Client will receive a refund of any prepaid amounts in excess of actual consumption. During any Notice Period, Client agrees to engage with HG in good faith efforts to resolve any disputes and plan for migration of existing resources.

(d) **Notice to Terminate.** Termination shall not be effective under any circumstances until Client and HG have completed the required Client Cancellation Request Form and Client has met cancellation payment terms, described in Section 4c Payment terms\Cancellation Fee above. HG will provide the Client Cancellation Request Form following notice of termination by Client. The customer must provide a 60-day notice to cancel.

(e) **Suspension.** Upon a material breach of this Agreement by Client, HG may disable Client access by electronic means or otherwise prevent use of any products or services provided by HG to Client under this Agreement. All rights of Client under this Agreement are subject to payment in full of all Fees in accordance with this Agreement. HG will give at least 24 hours' notice to Client's Billing Contacts before suspending any products or services.

7. Entire Agreement. This Agreement, together with the MSA, and all SOWs, schedules and exhibits hereto and thereto constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior written and oral understandings between HG and Client regarding the subject matter hereof. The terms and conditions of this Agreement are subject to amendment from time to time by HG on 30 days prior written notice. Client expressly agrees to be bound by any such revisions prior to termination of this Agreement. This Agreement is further subject to the agreements between Microsoft and the distributors of Microsoft-branded products and services through Microsoft's Cloud Solution Provider program, the Microsoft Partner Network, and any applicable agreement(s) between HG and Microsoft and/or the Client and Microsoft regarding use or access of Microsoft Products and Services; provided, however, that this Agreement does not create, confer upon or give Client any third-party beneficiary rights with respect to any HG agreement(s) with Microsoft or any other party

8. Authority; Binding Agreement. This Agreement is a legally binding document between HG and Client. The

undersigned signatory of Client represents and warrants that he/she: (i) is authorized to bind Client; and (ii) agrees on behalf of Client that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter of this Agreement and waives any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement.

9. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by e-mail of a .pdf, .tif, .jpeg or similar attachment) in two or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. Any such counterpart, to the extent delivered using facsimile transmission or by e-mail of a .pdf, .tif, .jpeg or similar attachment shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

CSP AND PRODUCTS AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the last date set forth below.

HENSON GROUP, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CSP AND PRODUCT AGREEMENT

SCHEDULE A – PRODUCTS, FEES, AND SERVICES

Product Subscription Consumption Pricing. All subscriptions for cloud-based Microsoft Products and Services are licensed by HG to Client under this Agreement at the price charged by Microsoft direct to consumers. HG will invoice Client on a monthly basis for Azure consumption. HG will invoice Client on a monthly/annual basis for non-consumption based Microsoft licensing subscribed to in this Agreement, and changes in such products or configuration and prior use, if any. If actual Consumption varies from anticipated Consumption billed in advance for any month, Client’s next invoice will be adjusted accordingly.

Pricing of Microsoft Products and Services changes without prior notice to HG. HG has no control over price changes implemented by Microsoft.

Payment Terms: Due upon receipt of invoice

Product Order Form

Microsoft License	QTY	Term*	Microsoft MSRP Unit Price	Discount %	Henson Group Unit Price	Total Unit Price
Premier+ Support*	1	Active	NA	NA		

*Premier+ Support is Henson Group’s 3rd party Microsoft Enterprise Support. Required to provide the first-level of cloud product support, our team owns issue resolution for all our CSP customers at a fraction of the cost of Microsoft’s Support plans.

Azure Reserved Instances and Savings Plans are provided by HG at Microsoft’s public pricing. No discounts apply to Azure Reserved Instances or Savings Plans under any circumstances. Azure Reserved Instances may be exchanged based on Microsoft’s Azure Reserved Instances terms and conditions. Neither Azure Reserved Instances nor Savings Plans are eligible for any discount or promotional pricing that may be offered for other products or services.

*The contract term for all annual Office 365 licenses (paid monthly or annually) is one (1) year from the date provisioned. Office 365 annual licenses will auto-renew on each anniversary of the commencement date unless Client duly cancels the subscription. Monthly billing of annual license subscriptions is subject to HG credit review of Client and HG may require payment in advance at any time, as described in this Agreement.

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SCHEDULE B – SUPPORT TERMS

Support Requests (Premier+):

Client will have access to Henson Group Premier+ Support. Pricing for HG’s Premier+ Support shall be based on Client’s CSP spend (Azure consumption + M365 licensing), evaluated twice annually, invoiced by HG to the Client monthly. All Support terms and conditions below apply specifically to Premier+ Support.

HG and Client will utilize HG’s Ticketing System to facilitate the creation, tracking, documentation, and resolution of all Support Requests. Client will submit all support requests through the Ticketing System via email which will automatically create a Ticket within the Ticketing System. No license is required for Client’s users to submit Support Requests. Client assumes full responsibility for activity generated or supplied to the Ticketing System. Client personnel will provide sufficient information on all Support Requests to support a timely resolution.

HG will provide an automated acknowledgement of all tickets within 15 minutes of receipt of the Support Request.

HG will provide 24x7 support to Client for all subscribed Microsoft Cloud Services. Henson Group Service Level Agreement (SLA) for initial response are defined in the table below:

Severity	Description	HG Support Initial Response*	Microsoft Anticipated Response	Client Anticipated Response
Severity A Critical Business Impact	All systems impacted and all users unable to use the platform. High impact on operation of Client’s core business. Incident cannot be circumvented (no workaround).	2 hours	Upon case receipt, first call response in 1 hour or less Critical Situation Manager Assigned 24x7 Continuous resolution effort	Allocated resources to sustain 24x7 resolution effort Rapid access and response from Change Control Authority (when required)
Severity B Moderate Business Impact	Significant business impact with the platform or a subset of the features/functionality of the platform. Workaround is available.	4 hours	Upon case receipt, first call response in two hours or less Resolution effort is business hours only	Allocation of appropriate resources to align to Microsoft effort Access and response from change control authority within four business hours
Severity C Minimal Business Impact	Non-production issue or a single user has problems or is requesting assistance. Any issue that does not meet the criteria for Critical or High above. A workaround is available or not required.	8 Hours	Upon case receipt, first call response in 4 hours	Accurate contact information on case owner Responsive within 24 hours

*A response is defined as a review of the submitted information by a Support Representative and confirmation back to the client along with comments or request for additional information regarding the issue. Reduced Initial Response times are available in our Managed Services Products.

Support Requests (Per Incident)

In the event that Client does not subscribe to Premier+ Support, Henson Group will handle Client support requests via a Per Incident Support queue. Initiating a new Support case will be charged at the current Microsoft per case cost and require confirmation from the client before opening. The current rate as of the date of this contract signing is \$500 USD.

Henson Group Service Level Agreement (SLA) for Per Incident Support response are defined in the table below:

Severity	Description	HG Support Initial Response	Microsoft Anticipated Response	Client Anticipated Response
All	All systems impacted and all users unable to use the platform. High impact on operation of Client's core business. Incident cannot be circumvented (no workaround).	4 Hours	Upon case receipt, first call response in 1 hour or less Critical Situation Manager Assigned 24x7 Continuous resolution effort	Allocated resources to sustain 24x7 resolution effort Rapid access and response from Change Control Authority (when required)

Client can contact support via email, stdsupport@hensongroup.com to initiate a support request.

Out of Scope of Support

The following items are *explicitly excluded* from the Support provided in this Agreement.

- (A) Provisioning of Services for use by Client. Support is provided for services deployed by Client but not working per Microsoft best practices
- (B) Management of server operating systems, including version management, patching, and anti-virus updates
- (C) Applications and Systems not deployed in Microsoft Azure or Modern Work environments
- (D) Network connectivity setup, testing, and maintenance between Client's purchased Azure services and any non-Azure systems
- (E) Technology deployed and not used in accordance with Microsoft best practices documentation found at <https://docs.microsoft.com/en-us/>
- (F) Securing the Microsoft Cloud Environment including firewall and network security group configuration and rules setup, network penetration, and vulnerability scanning
- (G) Design, planning, or testing of any product Client purchases
- (H) Disaster recovery testing, design, or maintenance
- (I) Microsoft Advisory Services

Microsoft Support for On-Premises Support

Client acknowledges that (i) should Microsoft determine their support was provided for on-premises technology (all Microsoft products not hosted in Microsoft's cloud, including server products, developer tools, database products, etc.) as well as Operating System support for Windows Server installed on Virtual Machines in Azure, Microsoft will charge per hour for such support; (ii) the determination whether Microsoft support is billable is made by Microsoft without notice to HG, and possibly without notice to Client until after such engagement with Client is complete. Client may dispute on-premises billable support hours directly with Microsoft; and (iii) any such amounts will be billed to HG by Microsoft, and HG will then bill Client for such amounts, which are payable in accordance with this Agreement.

Microsoft billable rates for this support are subject to change. The current rate as of the signing of this Agreement is \$500 USD per hour. Client can reach out to Henson Group for the current per hour rate.

CSP AND PRODUCT AGREEMENT

SCHEDULE C – CLOUD RESELLER BENEFITS

Quarterly Azure Environment Report. HG can provide a Quarterly report to Client that will include the following information:

- (A) Detailed inventory of each Azure Service including consumption data, configuration information, and connectivity diagram
- (B) Cost analysis
- (C) Automated assessment that reviews availability, best practices, security, performance, and billing
- (D) Recommendations for Improvements

Client will need to provide Reader Access and setup an Azure AD Enterprise Application to facilitate the report. Full instructions are provided as part of onboarding.

Henson Group Advisory Services

Client may request Henson Group Advisory Services on an as needed basis for assistance with recommendations or best practices for the Microsoft products and technologies defined in Schedule A. The Advisory Services can include guidance for migrations, deployments, development, optimization, design, solutions, and architecture. Advisory Services are limited to one (1) request per month for up to a 2-hour consulting session with a Henson Group engineer.

Advisory Services can be requested via email using the Client's designated email address. thgsupport@hensongroup.com or stdsupport@hensongroup.com which ever applies.

Process for Microsoft SLA Uptime Credits

As Azure and Modern Workplace Services provided by Microsoft are subject to certain quality or performance standards in a service level agreement between Client and Microsoft. Such service level agreement may further provide service level credits for a defined service level failure. If Client believes it is entitled to service level credits for a service level failure, Client must open a ticket with HG support requesting service level credits. HG Support will submit a claim on client's behalf. **A decision on granting service level credits is entirely at Microsoft's discretion and HG has no influence on this determination.** Client will not pursue service level credits directly from Microsoft. HG will credit Client the service level credits it receives, if any, from Microsoft.