



STEEPMEADOW

Solutions for Modern Work

MICROSOFT CLOUD SOLUTION PROVIDER

Universal Terms & Conditions

Microsoft Cloud Subscriptions & Included Support

Effective Date: August 1, 2026 Version: 2026.August

Provider: Steepmeadow Solutions, 360 Nueces #4104, Austin, Texas 78701

These Terms & Conditions (the “Terms”) govern the purchase, renewal, modification, management, invoicing, and support of Microsoft cloud subscriptions and related online services (“Subscriptions”) provided by Steepmeadow Solutions (“Steepmeadow,” “we,” “us”) to the customer named on the accompanying quote, order, or invoice (“Customer,” “you”). These Terms apply to all quotes, orders, renewals, invoices, seat additions, seat changes, and other subscription transactions processed on or after August 1, 2026 — whether monthly, annual, or multi-year — unless a separate written agreement signed by both parties expressly provides otherwise.

KEY POINTS

- These Terms govern Microsoft cloud subscriptions and related services purchased through Steepmeadow Solutions.
- Microsoft subscription commitments, cancellations, renewals, and seat adjustments are governed by Microsoft’s commercial rules, including New Commerce Experience (NCE) rules where applicable.
- Steepmeadow provides first-line support for Microsoft cloud subscriptions as described below.
- Training, consulting, project work, migrations, device support, managed services, and security projects are not included unless separately purchased.
- Beginning August 1, 2026, these Terms apply to all new purchases, renewals, subscription changes, seat additions, and invoices issued by Steepmeadow for Microsoft cloud subscriptions.

ACCEPTANCE

By placing an order, accepting a quote, paying an invoice, or using the Subscriptions, you agree to these Terms. The person accepting represents that they are authorized to bind the Customer.

OUR ROLE

Steepmeadow is a Microsoft Cloud Solution Provider (CSP) and authorized reseller. We resell Microsoft Subscriptions at Microsoft’s standard pricing. As your CSP partner, Microsoft designates us as your first-line support contact for the Subscriptions, and that first-line support is included at no separate charge (Section 7).

We are an independent reseller, not Microsoft, and not your agent. We do not control the Microsoft services, their availability, or their roadmap.

MICROSOFT AGREEMENTS APPLY

Your use of the Subscriptions is governed by Microsoft's terms, which you must accept as a condition of purchase:

You must accept the Microsoft Customer Agreement (MCA) at or before provisioning.

The Microsoft Product Terms and Data Protection Addendum (DPA) apply and are incorporated by reference. The DPA governs the processing, protection, and security of your data and controls over any conflict with these Terms on those subjects.

Where Microsoft's terms place obligations on the end customer, you are responsible for meeting them. Microsoft may change its terms, and those changes flow through to you.

SUBSCRIPTIONS, COMMITMENTS & CANCELLATION

Microsoft's New Commerce Experience (NCE) sets the commercial rules for license-based Subscriptions. We pass these through:

Cancellation window. License-based Subscriptions may be cancelled for a prorated refund only within 7 calendar days of purchase or renewal (72 hours for three-year terms).

Seat reductions. Quantities may be reduced only within that same 7-day window; after it closes, they are fixed until the end of the term.

Full-term responsibility. After the window closes, the Subscription cannot be cancelled early, and you remain responsible for the full committed term you selected. Because we are committed upstream for that term, this obligation passes through to you.

Auto-renewal. Subscriptions renew automatically for a like term unless cancelled under Microsoft's rules before the renewal date. Notify us of any changes before renewal.

PRICING

Prices follow Microsoft's applicable pricing for the selected Subscription and term and exclude taxes.

Annual and multi-year Subscription pricing is fixed for the committed term, except as required by Microsoft program rules; monthly pricing may change at renewal.

Microsoft-driven changes — promotions, new-product pricing, currency, or program changes — flow through to your pricing.

INVOICING & PAYMENT

Payment terms are Net 30 from the invoice date, unless the invoice states otherwise.

Taxes. Prices exclude sales, use, and similar taxes, which are your responsibility (other than taxes on our net income). Provide a valid exemption certificate if you are tax-exempt.

Late payment. Past-due amounts accrue interest at 1.5% per month, or the maximum allowed by law if lower.

Disputes. Notify us in writing of any good-faith billing dispute within 10 days of the invoice date; undisputed amounts remain due.

Suspension. We may suspend Subscriptions for non-payment after notice. Suspension does not stop fees that continue to accrue during the committed term.

SUPPORT INCLUDED WITH YOUR SUBSCRIPTION

As your CSP partner and Microsoft’s designated first-line support contact, we include the following at no separate charge:

Break/fix support for the cloud Subscription — diagnosing and resolving issues with the Microsoft online service and escalating to Microsoft where required.

License and subscription management — adding, assigning, and managing licenses; renewals; and subscription administration tied to the service.

Initial provisioning of the Subscriptions you purchase.

Support for the cloud service and how it interacts with the Microsoft 365 desktop applications — the cloud-service side of the experience.

Included support means commercially reasonable effort to address service-side issues. Included support is intended to help customers use and maintain Microsoft cloud subscriptions and is not a substitute for managed IT services, end-user support, consulting, project work, migrations, device support, or security services unless separately purchased.

The project and end-user work below is available as separately quoted, billable services and is not part of included support:

- End-user training and adoption.
- Configuration and setup beyond initial provisioning.
- Windows 11, device, and endpoint troubleshooting.
- Desktop application installation, repair, and break/fix on a device.
- Data and tenant migrations; security projects and assessments.

At a Glance

Included With Your Subscription	Available as Separate Paid Services
Break/fix of the cloud Subscription	End-user training & adoption
License & subscription management; renewals	Configuration/setup beyond provisioning
Initial provisioning of purchased Subscriptions	Windows 11 / device / endpoint troubleshooting
Cloud ↔ Microsoft 365 desktop-app interaction (service side)	Desktop application support & break/fix
Escalation to Microsoft as first-line contact	Migrations; security projects & assessments

SERVICE LEVELS & AVAILABILITY

We aim to respond to support requests within 1 business day during our support hours of Monday–Friday, 8:00 AM–5:00 PM Central Time, excluding holidays. These are response targets, not resolution guarantees — resolution depends on the issue and often on Microsoft.

Availability and uptime are governed solely by Microsoft’s Service Level Agreements for the applicable service. We pass through any uptime credits we actually receive from Microsoft on your behalf.

We do not separately warrant uptime or availability of the Microsoft services.

ADMINISTRATIVE ACCESS (GDAP)

To deliver support, we use Microsoft’s Granular Delegated Admin Privileges (GDAP) — least-privilege, time-boxed, revocable access limited to the roles needed for the services. You may review or revoke this access at any time; revoking access we need may limit our ability to support you.

PROGRAM & SUPPLY DEPENDENCIES

Our ability to provide and price the Subscriptions depends on the Microsoft CSP program and our authorized distributor. If Microsoft or our distributor changes, suspends, or terminates a program, product, or our authorization, we may modify, suspend, or discontinue affected Subscriptions or terms accordingly, with reasonable notice where practicable.

YOUR RESPONSIBILITIES

Accept and comply with Microsoft's agreements (Section 3), including acceptable-use requirements.

Keep account, contact, and billing information current, and pay invoices when due.

Maintain your own devices, operating systems, networks, backups, and security practices; you are responsible for your users and your data.

Designate authorized contacts and reasonably cooperate with support, including providing the access (Section 9) and information we need.

WARRANTIES & LIMITATION OF LIABILITY

The Subscriptions, and our resale and included support, are provided "AS IS" and "AS AVAILABLE." To the maximum extent permitted by law, Steepmeadow disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement. Any warranties for the Microsoft services are those Microsoft provides directly.

To the maximum extent permitted by law, Steepmeadow's total aggregate liability arising out of or relating to these Terms, the Subscriptions, or included support will not exceed the amounts paid to Steepmeadow during the trailing 12 months, excluding amounts paid for Microsoft Subscriptions that are passed through to Microsoft or our distributor. Neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, or goodwill.

Carve-outs. The cap and waiver do not apply to your payment obligations or to liability that cannot be limited under applicable law.

TERM, TERMINATION & CHANGES

These Terms apply for as long as you hold Subscriptions purchased through Steepmeadow.

Either party may end the business relationship with 30 days' written notice, but committed Subscriptions continue for their term and remain payable (Sections 4 and 6).

We may suspend or terminate Subscriptions for non-payment not cured within 10 days after notice, for any other material breach not cured within 30 days after notice, or immediately where required by Microsoft, our distributor, applicable law, security requirements, or program rules. Suspension or termination does not relieve Customer of payment obligations for committed Subscription terms.

Provisions that by their nature should survive — payment, disclaimers, limitation of liability, confidentiality, and governing law — survive termination.

We may update these Terms to reflect changes in Microsoft's programs or our practices. Updated Terms apply to quotes, orders, and renewals issued after their effective date.

EXISTING CUSTOMERS AND EFFECTIVE DATE

These Terms become effective August 1, 2026.

For customers with Microsoft cloud subscriptions purchased through Steepmeadow before August 1, 2026, these Terms apply beginning August 1, 2026 to active subscriptions and to all subscription activity, support, account management, and invoices issued on or after that date.

These Terms apply to all new subscription purchases, subscription renewals, license additions, seat increases, upgrades, downgrades, transfers, and other subscription lifecycle transactions processed on or after August 1, 2026, whether the subscription is monthly, annual, or multi-year.

By continuing to maintain subscriptions through Steepmeadow, purchasing additional subscriptions, renewing subscriptions, accepting quotes, paying invoices, or using subscription services after August 1, 2026, Customer agrees to these Terms.

If Customer does not agree to these Terms, Customer may elect not to renew future subscriptions and may work with Steepmeadow and Microsoft to transfer eligible subscriptions to another provider in accordance with Microsoft's applicable policies and program requirements. Committed subscriptions remain payable through the end of their applicable committed terms.

GENERAL

Governing law. These Terms are governed by the laws of the State of Texas, without regard to conflicts of law, with exclusive venue in the state and federal courts located in Travis County, Texas.

Confidentiality. Each party will protect the other's non-public business information and use it only to perform under these Terms, except where disclosure is required by law.

Entire agreement. These Terms, the applicable quote or invoice, and the incorporated Microsoft agreements are the entire agreement on this subject and supersede prior discussions. A separate signed services agreement governs the services it covers.

Assignment; waiver; severability. You may not assign these Terms without our written consent; we may assign to an affiliate or successor. Failure to enforce a provision is not a waiver, and if any provision is unenforceable the remainder stays in effect.

Force majeure; notices. Neither party is liable for delays caused by events beyond its reasonable control, including acts of Microsoft or our distributor. Notices to Steepmeadow may be sent to ssharpless@steepmeadow.com; notices to you go to the contact on your most recent order or invoice.

For questions regarding these Terms, contact Steepmeadow Solutions at ssharpless@steepmeadow.com or 512-730-9883.