

# NOTICE OF CERTAIN TERMS FOR AZURE PROVIDED THROUGH MICROSOFT CORPORATION

### CONSUMPTION OFFERING (ALSO CALLED PAY-AS-YOU-GO)

Charge is based on actual usage each month, with no upfront commitment. Payment is on a monthly basis in arrears and pricing is subject to change at any time, upon notice.

#### MONETARY COMMITMENT OFFERING

Charge is based on actual usage each year. Customer purchases a base commitment for projected usage of Azure on a non-refundable basis. Customer consumes Azure at a metered rate. Any usage of Azure beyond the base commitment is considered an Overage. There is no penalty for Azure Overages. Payment for Overages is on a monthly basis in arrears. Pricing is subject to change at any time, upon notice.

#### **CANCELLATION AND TERMINATION**

Under the Microsoft Agreement, the Azure Subscription can only be cancelled during the first sixty (60) days. After that, the Subscription cannot be cancelled. The Microsoft Agreement will be terminated, however, in accordance with Microsoft's Program Rules, in the event of non-use by Customer. In that event, Customer needs to use the Online Service to "shut the machines and services off". In the event of either cancellation or termination, all accrued charges and any additional charges provided for in the Microsoft Agreement must be paid.

# DATA DELETION UPON TERMINATION

Microsoft will retain Customer data stored in the Online Service in a limited function account for 90 days after cancellation, expiration or termination of Customer's subscription (including termination due to non-payment or non-use), so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer data.

The Online Service may not support retention or extraction of software provided by Customer. It is Customer's responsibility to migrate data out of Azure, at Customer's sole cost. Neither Microsoft nor Connection will have any liability for the deletion of Customer software or data.

#### NOTICES TO CONNECTION

Any Cancellation Notice given under this Agreement shall be accompanied by a copy of this Notice signed by an authorized representative of Customer and shall be sent by email to:

## legal@connection.com

Any other Legal Notice given under this Agreement shall be provided by United States mail, certified mail, or by a nationally recognized national air courier and addressed as follows:

PC Connection, Inc. d/b/a Connection 730 Milford Road Merrimack, NH 03054 ATTN: Legal Department

Connection

Azure Add REV: 12/2021

# TERMS OF MICROSOFT AGREEMENT GOVERN

Please consult your Microsoft Agreement for more information. In the event of any inconsistency between this Notice and the Microsoft Agreement, the terms of the Microsoft Agreement shall govern.

# CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS NOTICE AND THE MICROSOFT AGREEMENT AND THAT IT UNDERSTANDS THE TERMS SET FORTH THEREIN.

Date:
Company Name: Warren County School District
Address: 6820 Market St., Russell, PA 16345
Title: Board President
Signatory Name: Paul J. Mangione
Signature:
Internal Use Only:
Customer Sales Order #
ATTEST:Ruth A. Huck. Board Secretary

Connection

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