

SPECIAL TERMS AND CONDITIONS OF SALE MICROSOFT

Contract no._

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1. Purpose

These Special Terms and Conditions (hereinafter the "**Special Terms**") are intended to define the terms under which Ikoula enables the Client to benefit from the Microsoft Online Solution developed and published in SaaS mode by Microsoft and resold by Ikoula, as well as from the additional services offered by Ikoula (hereinafter the "**Services**"). The Client wishes to benefit from the functional richness of the Services provided in outsourced mode and to relieve itself of certain operational and technical constraints related to their operation. For the purposes of this Agreement, Ikoula, in its capacity as an authorized Microsoft partner, provides the Customer with the applicable Microsoft licensing programs (including CSP and/or SPLA). The Microsoft Online offering is hosted and operated by Microsoft in Microsoft's data centers.

2. Definitions

- "**Administrator**": Microsoft administrator of the administration portal, authorized to access such portal and perform the necessary actions therein in accordance with the applicable terms of use.
- "**Channel(s)**": simultaneous communications carried over the SIP Trunk.
- "**Access Code**": the combination of a username and password used to connect to the Interface.
- "**EULT**" or "**End User License Terms**" refers to the terms of use for Microsoft products applicable to Users, as published and updated by Microsoft.
- "**IPBX**": telephone equipment that automatically manages communication between internal and external extensions based on VoIP technology (the SIP Trunk is said to be "native"). As part of the Teams telephony Service, the IPBX is hosted by Microsoft.
- "**Access Link(s)**": telecommunications link used to connect the Site to Ikoula's network.
- "**SaaS**" or "**Software as a Service**": a software distribution model in which applications are hosted by a Supplier and made available through a network, generally the Internet.
- "**SIP**" (Session Initiation Protocol): a protocol used to manage sessions between the various Client Users using VoIP.
- "**Site**": the Client's physical premises where the Service(s) must be installed.
- "**SIP Trunk**" (Session Initiation Protocol Trunk): a device enabling a Client with a telephone switchboard to use VoIP to route incoming and outgoing calls over an Internet connection.
- "**VoIP**" (Voice over Internet Protocol or Voice over IP): the transport of voice telephone communications over an IP network.
- "**Interface**": the Services administration interface made available to the Client.



3. Description of the Services

The Client may subscribe to various Microsoft licenses, as described below:

3.1. Microsoft Online Services

- Exchange Online
- OneDrive for Business
- SharePoint Online
- Copilot for Microsoft 365
- Purview Information Protection
- Microsoft Teams
- Microsoft 365 Apps
- Office for the web
- Microsoft Entra ID
- Intune
- Defender for Office 365
- Defender for Cloud Apps
- Dynamics 365

This list of Microsoft Online Services is not exhaustive.

3.2. Additional Microsoft Services

Ikoula may be asked to assist with or perform migration services, recovery of existing User data, configuration of the Services, implementation of security strategies, or training. These Services correspond to additional services. At the Client's request, they will be subject to a preliminary study based on the Client's environment and then to a commercial proposal.

Ikoula disclaims any liability in the event of interruption of access to the Services during the configuration of new features.

It is the Client's responsibility to comply with changes to the versions of the Microsoft Online Services and to comply with the prerequisites specified by Microsoft for their proper use (the compatibility list is set out in the service descriptions).

4. Client Commitment

The Client declares that it is fully informed of the features and prerequisites and, in particular, that it has verified the suitability of the Services for its own needs.

The Client also declares that it has read and accepts all the contractual documents listed below:



- [Microsoft Entra ID Documentation - Microsoft Entra ID | Microsoft Learn](#)
- [Microsoft Defender for Office 365](#)
- [Dynamics 365 - Dynamics 365 Documentation | Microsoft Learn](#)
- [Microsoft Customer Agreement](#)

Azure [Documentation Azure | Microsoft Learn](#)

Microsoft Online

- The description of Microsoft Online services is [accessible through this link](#) for the Services ordered by the Client;
- The Microsoft Online Services use rights [accessible through this link](#).
- The General Terms and Conditions and the Microsoft Online Services Use Rights available [through this link](#).

Teams

- The description of Microsoft Teams services [accessible through this link](#).
- The terms of use for Microsoft Teams PSTN services [available through this link](#).

IN ORDER TO STREAMLINE THE PROCESS OF SUBSCRIBING TO SERVICES, THE CUSTOMER AUTHORIZES IKOULA TO SIGN THE MICROSOFT CUSTOMER AGREEMENT (MCA) IN THE CUSTOMER'S NAME AND ON THE CUSTOMER'S BEHALF. IT IS SPECIFIED THAT IKOULA ACTS EXCLUSIVELY AS AN AGENT FOR THE PURPOSE OF COMPLETING THIS PROCEDURE, WITHOUT ASSUMING ANY LIABILITY FOR THE CONTENT, PERFORMANCE, OR CONSEQUENCES OF THE MCA, WHICH REMAIN SOLELY THE RESPONSIBILITY OF THE CUSTOMER.

THE CLIENT ACKNOWLEDGES THAT IT HAS READ AND EXPRESSLY ACCEPTS THE MICROSOFT END-USER LICENSE TERMS (EULT), AVAILABLE AT THE FOLLOWING LINK: “[Terms of Use](#)”.

THE CUSTOMER AGREES TO COMPLY WITH AND ENSURE THAT ITS USERS COMPLY WITH ALL OBLIGATIONS ARISING FROM THE EULT, AND ACKNOWLEDGES THAT:

- THESE TERMS ARE DIRECTLY ENFORCEABLE AGAINST THE CUSTOMER AND ITS USERS;**
- MICROSOFT IS A THIRD-PARTY BENEFICIARY OF THESE TERMS AND HAS THE RIGHT TO ENFORCE THEIR PROVISIONS;**
- THE CUSTOMER IS DIRECTLY LIABLE TO MICROSOFT FOR ANY VIOLATION OF THE EULT.**



THE CUSTOMER ACKNOWLEDGES THAT THESE TERMS MAY CHANGE AT MICROSOFT'S DISCRETION AND AGREES TO FOLLOW ANY UPDATES.

The Customer may contact Ikoula if they cannot find documentation regarding a specific Service.

5. Evolution of the Service

Ikoula shall inform the Customer of any changes (in particular to the price or terms of service), modifications or discontinuation of the Service(s) as notified to it by Microsoft. In this regard, Ikoula shall not be held liable for any changes or modifications to the Service initiated by Microsoft. The Customer must comply with any changes (modifications and/or discontinuation) to the versions of the Services and meet Microsoft's prerequisites to ensure their proper use (the list of compatibility requirements is set out in [Microsoft's service descriptions](#)).

THE CUSTOMER IS ALSO REQUIRED TO REGULARLY CONSULT THE MICROSOFT DOCUMENTATION SOURCES REFERRED TO IN SECTION 4 IN ORDER TO STAY INFORMED OF ANY CHANGES.

6. Prerequisites for Provision of the Service

6.1. Access Links

The Client must ensure that each of its Sites is connected to the Internet via an Access Link. The Access Link must be sized to support the additional load caused by VoIP calls.

6.2. Security Measures

The Client shall implement all security measures aimed in particular at protecting its IT network against any external attack (hacking, etc.) and at securing its access to the Services.

7. Terms of Use of the Microsoft Online Service

The Services offered may be used, depending on the Client's needs or specific requirements, through the following means:

- via an Internet browser (for SharePoint Online and Outlook Web Access products): to do so, the Client must first ensure that its workstations and mobile devices are compatible with the Microsoft Online Service by reading the Microsoft Online agreement corresponding to the Service, or
- via "rich client" software (such as Microsoft Outlook or the Office suite) previously installed on the Client's workstation. This method of using Microsoft Online makes it possible to combine online features with so-called "rich client" software.

7.1. International Sanctions

The Customer agrees not to use the Services from or for the benefit of entities located in countries subject to international economic sanctions or included on sanctions lists. Ikoula reserves the right to immediately suspend or terminate the Services provided to the Customer upon instruction from Microsoft or in the event of a risk of violation of applicable sanctions and export control laws, without Ikoula incurring any liability in this regard.

Ikoula further reserves the right to require the Customer to immediately cease using the Services, in particular upon instruction from Microsoft or in the event of non-compliance with applicable sanctions and export control laws. The Customer agrees to comply with such a request within forty-eight (48) hours. Ikoula shall not be held liable in this regard, and the Customer waives any claim or request for compensation arising from compliance with such a request.

7.2. High-Risk Uses

The Customer shall refrain from, and agrees to prohibit its Users from, using the Services in contexts where a failure of the Services could result in death, serious bodily injury, or major environmental damage (hereinafter "High-Risk Uses"), including in the following areas:

- nuclear facilities or critical industrial process control systems;
- air navigation systems or air traffic control systems;
- weapons systems;
- life-supporting medical devices;
- any other context in which a software failure could directly result in death, injury, or serious environmental damage.

The Services are not designed or intended for such uses. The Customer assumes full responsibility for any High-Risk Use by itself or its Users, and indemnifies Ikoula and Microsoft against any claims arising therefrom.

8. Service Level Agreement "SLA"

In the event that Ikoula fails to meet the Service Levels (also known as “SLA”), the Customer may request the payment of lump-sum penalties that are final and in full satisfaction of the claim. These penalties must be requested in writing by the Customer to Ikoula’s Technical Support and will take the form of credits applied against amounts owed by the Customer.

The limits, conditions governing payment, and the amount of such penalties are defined by Microsoft and are available via [this link](#).

Any request submitted to Ikoula’s Technical Support regarding the application of penalties must be submitted by the Customer within fifteen (15) days following the month in which the Incident occurred. For any request relating to Microsoft Azure, such request must be submitted to Ikoula within thirty (30) days following the Incident. If the Customer fails to meet these deadlines, the Customer will not be eligible for the application of penalties.

The liquidated damages mentioned above do not apply, and consequently, the Customer will not be entitled to any credit for the period during which the Service is subject to an Incident due to a force majeure event or any of the following causes (hereinafter individually referred to as an “**Excusable Event**”): (i) equipment or a service not provided by Ikoula; (ii) the Customer’s acts or omissions; (iii) scheduled or emergency maintenance; (iv) network traffic from or for a Customer that exceeds the Service’s capacity; (vi) the Customer’s unavailability, or any other failure by the Customer to cooperate reasonably with Ikoula to restore the Service.

9. Client Obligations

9.1. Service Administration

The Customer shall be responsible for the internal administration of the Services made available to it via the administration portal. Thus, the Customer may perform the following management and configuration tasks online (non-exhaustive list):

- Creation of User mailboxes;
- Configuration of User accounts;
- Modifying or closing User accounts,
- Implementing security policies for authentication, email, devices, or data,
- Tagging documents.



From the Interface, it is possible to perform administrative tasks on the Microsoft environment. These tasks are the sole responsibility of the Customer.

9.2. Licence to the Service

In addition to the provisions, in particular those set out in the "Intellectual Property" article of the General Terms and Conditions of Sale or the Framework Agreement governing the use of licenses, the Client undertakes to ensure that Users benefit from and use the access rights in accordance with the terms and uses provided by Microsoft.

9.3. Fair Use Rules for the Service

The Client is responsible for the email mailboxes and options of its Users. The Client undertakes not to use the Services for any purpose other than lawful purposes.

Accordingly, the Client is solely responsible for:

- Data disseminated, used and/or transferred, including content that is manifestly inaccurate, obscene or defamatory, contrary to public order and/or morality, or infringing privacy or third-party rights;
- Data disseminated on the Internet, including emails and their attachments: such data is not protected and may be downloaded to a computer, transferred to third parties, modified, altered, destroyed, deleted or be subject to any other operation.

The Client undertakes to protect its data and software against any viruses, bugs or other potentially harmful elements circulating on the Internet.

9.4. "SPAM" Practices

The Customer shall refrain from sending bulk emails (SPAM) or messages likely to generate a significant number of replies. Failure to do so will result in Ikoula reserving the right to immediately suspend the Service and then terminate the Service and/or the Contract. In the event of termination of the Service by Ikoula, the Customer shall be liable for any fees associated with the termination of the Services occurring during the contractual commitment period, in accordance with the provisions of the General Terms and Conditions of Sale or the Framework Agreement.

9.5. Obligation to Provide Data on Use of the Services

The Customer agrees to provide Ikoula, upon request and within five (5) business days, with all information regarding its use of the Services, including the number of Users, the products used, and usage volumes. This information is necessary for Ikoula to comply with its reporting obligations to Microsoft, particularly with respect to export controls and compliance with trade laws.

9.6. Obligation to Provide Accurate Reporting

The Customer agrees to report to Ikoula, in accordance with the terms and frequency defined by Ikoula, the exact number of Microsoft licenses actually in use. This report must be complete, accurate, and submitted within the specified timeframes. The Customer is solely responsible for the accuracy of its report.

10. Orders

10.1. Ordering Terms for the Azure Service

The Customer places orders for the Azure service through a dedicated interface provided by Microsoft (the “Azure Portal”), which is made available to the Customer by Ikoula upon activation of the Azure service within the Interface. Any order confirmed on the Azure Portal is final.

10.2. Ordering Terms for the Other Services

The Customer shall place its Purchase Orders independently through the Interface, in accordance with the terms set forth in the General Terms and Conditions of Sale or the Framework Agreement. Purchase Orders placed under the General Terms and Conditions of Sale or the Framework Agreement may be issued until the date of termination of the Agreement.

11. Financial Terms and Billing

In addition to the pricing provisions set forth in the General Terms and Conditions of Sale or the Framework Agreement, billing for the Azure Service consists solely of a monthly fee, the amount of which depends on the Customer’s consumption of hosting resources. The amount of the monthly fee is displayed in real time on the Customer’s Azure Portal. During the term of the Contract, the Customer agrees not to revoke Ikoula’s administrative delegation rights over its Microsoft environment, under penalty of a 15% increase in its rates.

12. Commitment Term

The available commitment and billing options are those offered by Microsoft as part of the New Commerce Experience (NCE) program or any successor program, as presented at the time of order. The associated price surcharges (particularly applicable to monthly billing for annual/three-year commitments or to commitments subscribed to on a monthly basis) are those set by Microsoft and passed on by Ikoula and are subject to change at Microsoft’s discretion.

At the end of the commitment period, the Customer has the option to renew, cancel, or extend the subscription (under the terms of the Extended Service Term (“**EST**”) in accordance with the terms and rates then in effect at Microsoft, as communicated by Ikoula. The EST allows the subscription to be extended on a monthly basis at the applicable surcharge set by Microsoft and passed on by Ikoula. Billing for the EST begins on the day following the end date of the current commitment.

Unless the Customer makes an explicit decision before the end of the commitment period, the subscription will automatically extend under the EST at the increased rate indicated above.

The EST may be terminated at any time by the Customer, in accordance with Microsoft’s applicable terms and conditions. It may also be converted into a new subscription, depending on the options offered by Microsoft.

The Customer is encouraged to make a clear decision in advance for each subscription that is about to expire. In the event that Microsoft makes any changes to this default renewal mechanism, Ikoula will notify the Customer prior to such changes taking effect.

It is understood that the choice of either of these options is at the Customer’s discretion and that the associated pricing terms will be applied accordingly.

For Services provided under other Microsoft licensing programs (including the SPLA program), the terms of commitment and billing are specified in the Master Agreement or the Purchase Order.

13. Suspension

In addition to the provisions set forth in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula reserves the right to suspend, immediately and without prior notice, all or part of the Services, without prejudice to Ikoula’s right to claim any damages to which it may be entitled, in the event of:

- hacking or suspected hacking of the SIP Trunk;
- hacking or suspected hacking of the Access Code;
- hacking or suspected hacking of the Client’s IPBX equipment;
- malicious acts by the Client or through a third party.

14. Termination

In addition to the provisions of the General Terms and Conditions of Sale or the Framework Agreement, the provisions set out in the articles 14.1, 14.2 et 14.3 below supplement the exercise and terms of the Parties’ termination rights under these Special Terms.

If termination of the Services results in the return of rented Equipment, the Client must comply with such return as specified in the "EQUIPMENT" article of the General Terms and Conditions of Sale or the Framework Agreement.

14.1. Termination Without Breach by IKOULA

The Client is informed that if Microsoft terminates the agreement authorizing Ikoula to resell Microsoft licenses and such termination takes effect within a short period or even immediately, Ikoula may immediately terminate the Service provided to the Client. In such case, Ikoula shall not be required to comply with any notice period and shall not incur any liability in this respect.

14.2. Termination for Breach

In addition to the provisions set forth in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula may terminate the Services and, consequently, the Agreement, without prior notice, in the event of a breach by the Customer and/or its Users of their confidentiality obligations, or in the event of a violation of the intellectual property rights of Ikoula or Microsoft.

14.3. Termination and Effect of Termination of the Azure Service

In the event of termination of the Azure Service for any reason whatsoever, the Customer will have ninety (90) business days from the date of termination of the Azure Service to remotely copy the content stored on Microsoft's servers.

In the event of termination of the Azure Service to migrate to a third-party reseller, the Customer must submit its migration request to Ikoula by any means that provides a receipt of acknowledgment. Ikoula will accept the migration request only after the commitment period for the relevant Azure Service has expired.

If the Customer terminates the Azure Service and, if applicable, submits a migration request before the expiration of the related Purchase Order, the Customer must pay the remaining installments due until the end of its contractual commitment(s). To determine the amount of this penalty clause, Ikoula will calculate the average of the amounts billed to the Customer during the six (6) months preceding the termination.

14.4. Obligations in the Event of Termination or Expiration

In the event of the termination or expiration of the Services for any reason whatsoever, the Customer shall be required to:

- i. immediately cease all use of the Services;
- ii. destroy all copies of Microsoft software and documentation in its possession;
- iii. ensure that its Users do the same; and

- iv. certify to Ikoula that it has carried out such destruction within thirty (30) days following the termination or expiration of the Services.

15. Liability

In addition to the exclusions and limitations of liability set forth in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula shall not be held liable (i) in the event of use of the Services that does not comply with the Agreement or in the event of a violation of an intellectual property right of the other Party or of Microsoft, (ii) in the event of a breach of a license to use a Service or a breach of a confidentiality obligation, (iii) in the event of a claim by a third party, including claims relating to bodily injury or death, or (iv) in the event of fraud or gross negligence.

In addition to the exclusions and limitations of liability set forth in the General Terms and Conditions of Sale or the Framework Agreement, Ikoula shall not be liable in the following circumstances:

- Hacking or suspected hacking of the Access Code;
- Malicious acts on the part of the Customer and/or Users;
- External intrusion by a third party into the computer network.

When subscribing to the additional Services specified in Section 3.2 herein, Ikoula disclaims all liability in the event of an interruption in access to Microsoft Services during the configuration of new features. It is the Customer's responsibility to keep up with updates to Services and to comply with the prerequisites listed by Microsoft to ensure their proper use (the compatibility list is included in the [Microsoft service descriptions](#)).

Ikoula shall not be held liable for any damages, losses, or harm resulting directly or indirectly from:

- i. any decision, action, or omission by Microsoft, in its capacity as the publisher and host of the Services;
- ii. any unavailability, suspension, modification, or termination of the Services initiated by Microsoft;
- iii. a unilateral modification by Microsoft of the Terms of Use, the EULs, the Microsoft Customer Agreement, or any other applicable contractual document;
- iv. a decision by Microsoft to discontinue the marketing of a product or Service, or to modify its technical or functional characteristics;
- v. any loss, alteration, or disclosure of data stored on Microsoft's infrastructure.

The Customer acknowledges and agrees that Ikoula acts as a reseller of the Services developed and hosted by Microsoft, and that, as such, it has no control over the design, operation, or

maintenance of the Services. The Customer therefore waives any liability claims against Ikoula with respect to the foregoing and shall be solely responsible for addressing any claims directly to Microsoft, if applicable.

The Customer indemnifies Ikoula against any claim, action, damage, loss, cost (including reasonable attorneys' fees), or harm of any kind whatsoever, arising from Microsoft, a User, or any third party, resulting directly or indirectly from:

- i. a breach by the Customer or its Users of the obligations arising under these Special Terms, the EULTs, or the Microsoft Customer Agreement;
- ii. use of the Services that does not comply with the Agreement or applicable laws and regulations;
- iii. high-risk use as defined in the section above;
- iv. a violation of international sanctions and export control laws;
- v. an underreporting of the number of licenses actually in use.

16. Intellectual Property

In addition to complying with the "Intellectual Property" section of the General Terms and Conditions of Sale or the Framework Agreement, the Customer shall not:

- Decompile or disassemble a license, or attempt to perform any such operation;
- Install or use software or technologies not provided by Ikoula that would interfere with the license terms of Microsoft Services;
- Circumvent the technical limitations of a license or the restrictions set forth in a product's documentation;
- Separate and run parts of a license on multiple devices;
- Update or downgrade a license.

The Customer expressly acknowledges that:

- i. the Services, Microsoft software, their associated documentation, and all related intellectual property rights are and remain the exclusive property of Microsoft and/or its licensors;
- ii. no ownership rights or licenses are granted to the Customer hereunder; the Customer is granted solely a personal, non-exclusive, non-transferable right to use the Services, limited to the term of the Agreement;
- iii. Microsoft is a third-party beneficiary of the provisions relating to intellectual property in these Special Terms and Conditions and, as such, has the right to directly enforce their performance.

The Customer further agrees not to, and undertakes to prohibit its Users from:

- using the Services to develop or improve a product or service that competes with those of Microsoft;
- remove, alter, or obscure any proprietary notices, trademarks, logos, or copyright notices appearing on the Services or in Microsoft documentation;
- publish or disclose to third parties the results of performance tests (“benchmarks”) of the Services without Microsoft’s prior written consent.