



Your Technology Evolution Driver

MICROSOFT New Commerce Experience (NCE) Terms and Conditions



INTRODUCTION

These terms and conditions (the 'Terms') together with the Customer's Order make up the contract that is formed between Customer and Interstellar Business Solutions Limited when Interstellar Business Solutions Limited accepts an Order (the 'Agreement').

The Customer's use of the Software shall be subject to the terms and conditions of the Microsoft Customer Agreement which is deemed to have been accepted by the Customer, and the Customer agrees to be bound by and to comply with all terms of the Microsoft Customer Agreement.

Recitals

A. The Customer wishes to purchase certain Microsoft software and services for its internal business purposes.

B. Interstellar Business Solutions Limited is an entity authorised by Microsoft to resell certain Microsoft software and services and agrees to sell certain software and services to Customer pursuant to these Terms.

What is the New Commerce Experience?

Microsoft New Commerce Experience is designed to simplify and streamline how customers buy from Microsoft and to offer them more options for tailoring these purchases to their business needs and goals.

A subscription term is determined by the date an order is placed on the Microsoft

system. The renewal date is then 1 year from that date. Currently, every subscription has pricing guaranteed for the duration of the **12-month subscription term**.

Cancellation

A new commerce subscription can be cancelled only during the first **72 hours of the subscription term**.

Customer billing after the cancellation period

If the subscription is not cancelled in the term's first 72 hours, the customer will be billed for the remainder of the subscription term.

Addition and reduction of seats

Seat counts can be increased on a subscription at any time, but seat counts can be reduced only within the first 72 hours of the term, or within the first 72 hours after a midterm addition of seats (with the reduction limited to the number of additional seats).

1. DEFINITIONS

In this Agreement, references to:

'Charges' means the fees payable by Customer to Interstellar Business Solutions Limited for the Microsoft Products, as detailed in the Order.

'Confidential Information' means any information (whether written, oral, in electronic form or in any other media) disclosed by or on behalf of the Disclosing Party to the Receiving Party in connection with this Agreement that is clearly



identified in writing at the time of disclosure as being confidential, or a reasonable person at the time of disclosure would assume under the circumstances to be confidential, including its business and financial information, trade secrets and know-how, customers, suppliers, plans or strategy.

'Consultant' means Interstellar Business Solutions Limited.

'Disclosing Party' means any party [or its affiliate] disclosing Confidential Information under this Agreement.

'Force Majeure' means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including war, revolution, terrorism, riot, or civil commotion; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire; flood, natural disaster, or adverse weather conditions. Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a party.

'Microsoft' means the licensor or proprietary owner of the Software, namely Microsoft Ireland Operations Limited.

'Microsoft Customer Agreement' means the Microsoft Customer Agreement available at <https://aka.ms/customeragreement>.

'Microsoft Products' means the Microsoft products as specified in the relevant Order.

'Order' means an order for Microsoft Products submitted by the Customer and accepted by Interstellar Business Solutions Limited.

'Receiving Party' means any party or its affiliate receiving Confidential Information disclosed under this Agreement.

'Software' means licensed copies of Microsoft software identified in the Order, made available to the Customer under this Agreement, and the Microsoft Customer Agreement.

'Subscription' means an enrolment for Microsoft Products for a defined Term, as recorded in the Order.

'Term' means the duration of a Subscription (e.g., 30 days or 12 months) as set out in the relevant Order.

'Usage' means Customer's monthly usage or consumption of Microsoft Products.

2. TERMINATION OF AGREEMENT

- a. The Customer may with or without any reason terminate the Agreement by giving the Consultant a 7 days' notice of its intention to terminate the Agreement.
- b. In a situation where the Consultant terminates the contract without fulfilling her obligations the Consultant shall remit back immediately all any money or consideration back to the Customer.
- c. If the Consultant commits or allows the commission of any breach of this contract and fails to remedy the breach within fourteen (14) working days after the receipt of notice from the Customer



- d. If the Consultant assigns or transfers this contract or its rights and interest under this contract contrary to the terms and conditions of this contract without the consent of the Customer.
- e. In a situation where the Consultant is in breach of contract by failing to deliver services and after notice has been served by the Customer. The Consultant shall be liable to refund/ remit back the consideration to the Customer.

Termination of this contract shall not constitute a waiver of any breach by a party of any of the provisions of this contract, nor the obligation of either party and shall be without prejudice to any rights or remedies of either party which may arise as a consequence of such breach, or which may have accrued hereunder up to the time of such termination.

3. NON-DISCLOSURE AGREEMENT

The Consultant MUST NOT divulge any information, design or intellectual ideas or information provided by the Customer to aid the Consultant during this agreement.

This clause shall be binding on the parties during and after the agreement comes to an end.

4. SEVERABILITY

If one or more provisions of this Agreement or any part thereof shall be declared or adjudged to be illegal, invalid, or unenforceable under any applicable law by any court, governmental agency, or arbitral tribunal with jurisdiction over the parties, such illegal, invalid or

unenforceable provision shall be omitted, or upon the request of either party, the provision may be reformed and construed in a manner that will be valid and enforceable to the maximum extent permitted by law. All other provisions or requirements shall continue without regard to the omitted clause.

5. DISPUTE AND ARBITRATION

Any dispute between the parties in respect to any matter arising out of this Agreement shall be resolved through mediation, if mediation fails the parties shall submit to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, Cap 19, Laws of the Federation of Nigeria.

6. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the relevant laws of Federal Republic of Nigeria.

7. WAIVER

No indulgence which either of the parties may grant to the other shall constitute a waiver of any of the rights of the party which granted such indulgence, which shall not thereby be precluded from exercising any rights against the other party which have arisen in the past or which may arise in the future. The waiver (whether express or implied) by either of the parties of any breach of any of the terms or conditions of this Agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.



8. ASSIGNMENT

Neither party shall assign or transfer its rights or obligations under this agreement without the prior written consent of the other party. Such written consent shall ensure compliance with the provisions of this Agreement.

9. NOTICES

All notices in this Agreement must be in writing and shall be deemed to have been delivered once directed to the addresses of the respective parties contained in this Agreement or the address represented to either party in writing as the subsisting address, with evidence of arrival and/or delivery at said address and will otherwise become effective, within (7) seven calendar days after the date of actual delivery thereof (by personal delivery, express delivery service or certified mail). An e-mail used in the regular course of business by a party shall also suffice as formal notice.

10. CONFIDENTIALITY AND DATA PRIVACY

All materials, information obtained or received during this Agreement by the Consultant (the "Confidential Information") shall be held to be confidential and shall not be divulged to the public during and or after the agreement comes to an end. All Confidential Information that the Consultant may acquire with respect to the Customer's business shall be kept confidential by the Consultant unless the Customer declares in writing that such knowledge or information has come into

public domain. The Consultant shall ensure that it shall not, at any time during, or after the term of this Agreement, divulge or use for by itself or by others, any trade secret or confidential or business information or material of the Customer.

Consultant shall ensure that any Personal Data obtained or processed pursuant to this Agreement is protected and processed in accordance with the Nigeria Data Protection Regulation 2019 (the "NDPR"). Consultant irrevocably undertakes to indemnify the Customer and hold Customer harmless from and against (i) all cost (including without limitation legal fees and expenses, claims, losses, liabilities, damages, and proceedings) whatsoever that the Customer may suffer or incur or that may arise against the Customer due to a breach of any Personal Data obtained pursuant to this Agreement or for unlawful processing of such data; and (ii) any sanction meted out to the Customer due to a breach of the NDPR or any other privacy laws and policies, including amendments thereof, relating to data processed pursuant to this Agreement, except where said costs, beach, unlawful processing, fine or sanction arises as a result of the Customer's negligent actions.