

General conditions governing Microsoft Cloud Services (Indirect CSP)

11.1 Purpose

These terms define the conditions for the use of Microsoft Cloud Services subscribed to by the End Customer through Cyber Network SA, acting as an authorized Microsoft reseller within the framework of the Indirect Cloud Solution Provider (CSP) program, via an approved provider/distributor.

These terms apply to Microsoft 365, Microsoft Azure, and other cloud services provided through the Indirect CSP program.

11.2 Acceptance of the Microsoft Customer Agreement (MCA)

Use of Microsoft Cloud Services is subject to the prior acceptance of the **Microsoft Customer Agreement (MCA)**, available online at: <https://www.microsoft.com/licensing/docs/customeragreement>

By accepting a commercial offer, placing an order, or using the provided services, the Customer acknowledges having read, understood, and accepted the terms of the **MCA** and agrees to comply with them.

Cyber Network SA acts as a **declarative intermediary** toward Microsoft to record this acceptance in accordance with the CSP program.

11.3 Specific Provisions for Switzerland

For customers located in Switzerland, the following additional contractual conditions apply:

- Acceptance of the MCA also includes acceptance of the Data Protection Addenda and, where applicable, the Professional Secrecy Addendum.
These documents are required to comply with Swiss legal obligations regarding confidentiality, data protection, and regulated professions.

The Customer acknowledges that acceptance of these documents is a prerequisite for the use of the services.

11.4 Contractual relationship

The subscription, billing, and support agreement is exclusively between the End Customer and Cyber Network SA.

Cyber Network SA acts as the reseller and sole point of contact for:

- Provision of services,
- Billing,
- First-level support.

Microsoft is not a party to the commercial contract but retains ownership of the rights to the licensed services.

11.5 Term, Renewal, and Modifications

Service commitments may be:

- **Monthly (flexible):** can be modified monthly (increased price),
- **Annual or three-year:** firm commitment for the period in question.

License quantities may be increased at any time. However, license reductions or early cancellation is only permitted at the end of the contractual period, unless otherwise expressly allowed by Microsoft.

11.6 Customer Responsibilities

The Customer is responsible for:

- User account management,
- Ensuring compliance with applicable laws and regulations (e.g., GDPR, LPD, etc.),
- Securing access (authentication, passwords, MFA, etc.),
- Adhering to Microsoft policies (e.g. Acceptable Use Policy).

11.7 Technical Support

Cyber Network SA provides first-level technical support. Complex or critical requests may be escalated to the indirect Supplier or Microsoft according to established procedures.

11.8 Modifications

Cyber Network SA reserves the right to update this general terms in accordance with :

- Contractual changes imposed by Microsoft,
- Local regulatory changes (e.g.: LPD revision),
- Internal changes in its service offering.

The terms and conditions will be updated and published on the Cyber Network SA website and will apply to the next contractual period.

11.9 Applicable law and jurisdiction

Contractual relationships between the parties are governed by Swiss law.

Any dispute arising between the parties in connection with their contractual relationship shall be subject to the exclusive jurisdiction of the courts of the Canton of Geneva, Switzerland.

Entry into force on 1 August 2025