



Contract Number
23-554

SAP Number

Innovation and Technology Department

Department Contract Representative	<u>Lea Rademaker</u>
Telephone Number	<u>909-388-0672</u>
Contractor	<u>Microsoft Corporation</u>
Contractor Representative	_____
Telephone Number	_____
Contract Term	<u>Effective upon acceptance of the online terms and continuing until the marketplace is no longer in use by the County</u>
Original Contract Amount	<u>Non-financial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Non-financial</u>
Cost Center	<u>1200604048</u>

Briefly describe the general nature of the contract:

Non-financial Commercial Marketplace Terms of Use, including non-standard terms, with Microsoft Corporation, for access to and use of Microsoft Azure Content Hub Marketplace and AppSource Marketplace effective upon acceptance of the online terms and continuing until the marketplace is no longer in use by the County.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supervising Deputy County
Counsel

Date 6-1-2023

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

Microsoft Commercial Marketplace

Terms of Use

Article • 11/03/2021 • 10 minutes to read

Last updated: Oct 27, 2021

These terms of use ("**Marketplace Terms**") govern your access to and use of Azure Marketplace, AppSource, and any Microsoft owned or operated online storefronts that point to offers cataloged by Azure Marketplace or AppSource (collectively, including any updates to or successor storefronts "**Commercial Marketplace**"). By utilizing the Commercial Marketplace, you accept these Marketplace Terms. Microsoft may update these Marketplace Terms at any time and will notify you of such changes by updating the last updated date. By continuing to use the Commercial Marketplace or an Offer after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must cease use of the Commercial Marketplace.

1. Scope

The Commercial Marketplace publishes listings for offers from third party publishers ("**Publishers**") and Microsoft, including: contact me offers, free trial offers, bring your own (BYOL) offers, transactable offers, and such other offer types that Microsoft enables (collectively, including any updates "**Offers**").

These Marketplace Terms only govern your use of the Commercial Marketplace, and the purchase and billing terms when Microsoft acts as an agent or reseller of transactable Publisher Offers in the Commercial Marketplace. Terms of use, licenses, and other applicable terms that apply to your acquisition and use of Publisher Offers are governed by separate terms between you and the Publisher ("**Publisher Terms**").

2. Accessing the Commercial Marketplace

(a) **Restrictions.** You may access and use the Commercial Marketplace for your personal and internal business purposes. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any data or information from the Commercial Marketplace absent Microsoft permission. Microsoft reserves all rights to the Commercial Marketplace not expressly granted by Microsoft; Microsoft and Publishers (as applicable) reserve all rights to the Offers not expressly granted, whether by implication, estoppel, or otherwise. You may not:

- (i) circumvent or bypass any technological protection measures in or relating to the Commercial Marketplace or Offers;
- (ii) disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Commercial Marketplace or Offers, except and only to the extent that applicable copyright law expressly permits doing so;
- (iii) publish, copy, rent, lease, sell, export, import, distribute, or lend the Commercial Marketplace or Offers; or
- (iv) enable access to the Commercial Marketplace or Offers by unauthorized third-party applications or otherwise in a manner intended to avoid incurring fees or to circumvent usage limits or quotas.

(b) **Microsoft Account.** You do not need a Microsoft account to access and browse the Commercial Marketplace. However, you will need a Microsoft account to purchase Offers.

(c) **Throttling.** We may limit the number of requests that you can make to the Commercial Marketplace to protect our system or to enforce reasonable limits on your use of the Commercial Marketplace. Additionally, Publishers may place restrictions on the number of requests that you can make to their services, which may be enforced by Microsoft ("**Specific Throttling**"). Specific Throttling limits may be displayed on the Publisher's content detail page for which they apply. The Specific Throttling limits may be changed at any time, with or without notice.

3. Publisher Terms

(a) **Generally.**

- (i) The Commercial Marketplace displays the Publisher of each Offer and the applicable Publisher Terms. Microsoft is not a party to and is not bound by any Publisher Terms. You are responsible for your dealings with Publishers.
- (ii) A Publisher may provide their own Publisher Terms or leverage the Standard Contract for Microsoft commercial marketplace [↗](#) or the Standard Application License Terms [↗](#). Publisher Terms do not modify any of these Marketplace Terms. You should review the Publisher Terms (including privacy terms) before accessing any Publisher Offer. Microsoft does not license any intellectual property to you as part of any third party Offer and is not responsible or liable to you or others for information or services provided by any such Offer.

(b) **BYOL Offers.** Publishers may make certain Offers available on the condition that you have obtained, outside of the Commercial Marketplace, the rights necessary to use such Offers ("**Bring-Your-Own-License (BYOL) Offers**"). If you use any BYOL Offer, you are responsible for ensuring that you have sufficient rights to use the Offer.

(c) **Support Obligations.** You are responsible for confirming the Publisher's support obligations for Publisher Offers. Microsoft is not responsible or liable in any way for supporting any Publisher Offer.

4. Purchasing and Billing

(a) **Purchase of Microsoft Offers.** The applicable pricing and payment terms of your customer agreement with Microsoft apply to your purchase of Offers published by Microsoft on the Commercial Marketplace, which can include the Microsoft Customer Agreement [☞](#) "pricing and payment" terms. Please consult the Microsoft Azure Legal Information [☞](#) for more information.

(b) **Azure Prepayment.** Unless indicated otherwise for a particular Offer, neither Microsoft subscription credits (such as free trial, MSDN, or Microsoft for Startups) nor Azure prepayment funds may be used to purchase Offers. Purchases of Offers on the Commercial Marketplace will be billed separately.

(c) **Free Trials.** If you take part in a free trial subscription for an Offer, you must cancel your subscription before the end of the trial period to avoid incurring charges. If you do not cancel your subscription by the end of free trial period, you will be charged for the Offer at the applicable purchase price. If you create multiple subscriptions to a free trial Offer, the trial period applicable to all such subscriptions will commence on the date that you create your first subscription, and, upon notice, all such subscriptions will convert to paid Offers thereafter.

(d) **Suspension and Cancellation.** We may suspend or cancel your access to the Commercial Marketplace, any Offers, and your Microsoft account for any of your violation of these Marketplace Terms. Suspension or cancellation of access for non-payment could result in a loss of your data.

(e) **Price Changes.** Prices of Offers may change during the term. You will be notified prior to any price increase going into effect. For more information, see [Price changes to marketplace products](#).

(f) **Refunds.** Purchases of Offers on the Commercial Marketplace may be eligible for refunds. For more information, see [Refund policies for Microsoft AppSource and Azure Marketplace](#).

5. Privacy and Data Protection

(a) **Privacy on the Commercial Marketplace.** Your privacy is important to us. Please read this Privacy and Data Protection section and the Microsoft Privacy Statement [↗](#) ("**Privacy Statement**"), as they explain the personal data Microsoft processes, how Microsoft processes personal data, and for what purpose.

(b) **Information Disclosed to Publishers.** If you purchase or use a Publisher's Offer, we may share with the Publisher of such Offer your contact information and details about the transaction and your usage. We will not share your Customer Data (defined below) with any Publisher without your permission. "**Customer Data**" means all data, including all texts, sound, video, or image files, and software, that are provided to Publishers (including Microsoft) by, or on behalf, of you through use of any Offer. You are solely responsible for the content of all Customer Data.

(c) **Publisher Privacy Policies.** Publishers are responsible for providing privacy statements that describe their privacy practices with respect to Customer Data collected by their Offers or any customer information that they receive from Microsoft. Unless indicated otherwise, Microsoft's privacy, security, and data location and data retention policies will not apply to any third party Offer or to Publishers' use of any Customer Data or other customer information.

(d) **Your Disclosure of Customer Data.** If you share Customer Data in public areas of the Offers, through features that permit public sharing of Customer Data, or in shared areas available to others, you agree that anyone with whom you have shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If you do not want others to have that ability, do not use the Offers to share your Customer Data.

6. Notices and Procedure for Making Claims of Intellectual Property Infringement

We respect the intellectual property rights of others. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement

<https://www.microsoft.com/legal/intellectualproperty/infringement> [↗](#). **ONLY INQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.** We use the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement.

7. LINKS TO THIRD PARTY SITES

THE LINKS TO THIRD PARTY SITES WILL LET YOU LEAVE THE COMMERCIAL MARKETPLACE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. MICROSOFT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

8. NO WARRANTIES

MICROSOFT, AND OUR AFFILIATES, SUPPLIERS, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE COMMERCIAL MARKETPLACE AND OFFERS. YOU UNDERSTAND THAT USE OF THE COMMERCIAL MARKETPLACE AND OFFERS IS AT YOUR OWN RISK AND THAT WE PROVIDE THE COMMERCIAL MARKETPLACE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE COMMERCIAL MARKETPLACE AND OFFERS. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE COMMERCIAL MARKETPLACE OR OFFERS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT WITH RESPECT TO THE COMMERCIAL MARKETPLACE AND OFFERS. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE COMMERCIAL MARKETPLACE OR OFFERS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CUSTOMER DATA LOSS WON'T OCCUR.

9. Limitation of Liability

If Microsoft breaches these Marketplace Terms, or if you have any basis for recovering damages despite these Marketplace Terms' limitations, you agree that your exclusive remedy is to recover from Microsoft or any affiliates, suppliers, resellers, distributors, and vendors, direct damages up to \$5,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION,

CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to these Marketplace Terms, such as: (i) loss of Customer Data; (ii) any dispute with a Publisher, (iii) any virus affecting your use of any Offers; (iv) delays or failures in starting or completing transmissions or transactions; (v) claims for breach of contract, warranty, guarantee, or condition; (vi) strict liability, negligence, misrepresentation, omission, trespass, or other tort; (vii) violation of statute or regulation; or (viii) unjust enrichment. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.

10. Offer Availability

The Commercial Marketplace, Offers, and other materials offered through the Commercial Marketplace may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region.

11. Changes to These Marketplace Terms

(a) We may change these Marketplace Terms at any time, and will notify you of such changes by updating the last updated date. Using the Commercial Marketplace after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Commercial Marketplace.

(b) There may be times when we need to remove or change features or functionality of the Commercial Marketplace or stop providing access to an Offer (including subscription Offers) and Commercial Marketplace altogether. We may release the Commercial Marketplace or its features in a preview or beta version, which may not work correctly or in the same way the final version may work.

12. Choice of Law and Place to Resolve Disputes

This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts.

Commercial marketplace certification policies

Article • 01/10/2023 • 85 minutes to read

Document version: 1.33

Document date: May 20, 2022

ⓘ Note

For a summary of recent changes to these policies, see [Change history](#).

Table of contents

100 General

- 100.1 Value proposition and offer requirements
 - 100.1.1 Title
 - 100.1.2 Summary
 - 100.1.3 Description
 - 100.1.4 Non-English content
 - 100.1.7 Active and visible presence
- 100.2 Discoverability
- 100.3 Graphic elements
- 100.4 Acquisition, pricing, and terms
- 100.5 Offer information and support contacts
- 100.6 Personal information
- 100.7 Accurate source
- 100.8 Significant value
- 100.10 Inappropriate content
- 100.11 Security
- 100.12 Functionality
- 100.13 Business requirements
- 100.14 Testability

200 Virtual Machines

- 200.1 Technical Requirements
- 200.2 Business Requirements

- 200.3 VM Image Requirements
 - 200.3.1 General
 - 200.3.2 Windows
 - 200.3.3 Linux
- 200.4 VM Image Generalization
- 200.5 Security
- 200.6 Testing and Certification

220 Network Virtual Appliances (NVAs)

- 220.1 NVA Internal Service Error
- 220.2 NVA VHD access
- 220.3 NVA deployment
- 220.4 NVA reboot
- 220.5 NVA redeployment
- 220.6 NVA High availability
- 220.7 Network Virtual Appliances (NVA)
- 220.8 NVA Accelerated networking
- 220.9 NVA Multi-NIC basic
- 220.10 NVA Network Disruption

300 Azure Applications

- 300.1 Value proposition and offer requirements
- 300.2 Acquisition, pricing, and terms
- 300.3 Functionality
- 300.4 Technical requirements
 - 300.4.1 Code
 - 300.4.2 Security
 - 300.4.3 Variables
 - 300.4.4 Parameters
 - 300.4.5 Resources
 - 300.4.6 CUID (createUIDef)
 - 300.4.7 Deployment artifacts
 - 300.4.8 VM image references and disks

400 Azure container offers

- 400.1 Technical requirements
- 400.2 Business requirements
- 400.3 Security

600 IoT Edge Modules

- 600.1 Offer Information
- 600.2 Plan Information
- 600.3 Technical Requirements

700 Managed Services

- 700.1 Value proposition and offer requirements
- 700.3 Graphic elements
- 700.4 Business requirements
- 700.5 Plan details
- 700.6 Plan manifest details

800 Consulting Services

- 800.1 Value proposition
- 800.2 Eligibility requirements
 - 800.2.2 Primary Product: Dynamics 365 Apps on Dataverse and Power Apps
 - 800.2.3 Primary Product: Dynamics 365 Finance and Operations
 - 800.2.4 Primary Product: Dynamics 365 Customer Insights
 - 800.2.5 Primary Product: Dynamics 365 Business Central
 - 800.2.6 Power BI
 - 800.2.7 Power Apps
 - 800.2.9 Power Automate
 - 800.2.10 Power Virtual Agents
- 800.3 Title
- 800.4 Summary and description
 - 800.4.1 Quality
 - 800.4.2 Content
- 800.5 Supporting documents

1000 Software as a Service (SaaS)

- 1000.1 Value proposition and offer requirements
- 1000.2 Offer targets
- 1000.3 Authentication options
- 1000.4 SaaS Fulfillment and Metering APIs
- 1000.5 Microsoft 365 App and Add-In Linking

1100 Microsoft 365

- 1100.1 General content
- 1100.2 Displaying Ads
- 1100.3 Selling additional features

- 1100.4 Predictable behavior
- 1100.5 Customer control
- 1100.6 Global audience
- 1100.7 Easy identification
- 1100.8 Preserving functionality

1120 Office Add-ins: Word, Excel, PowerPoint, and Outlook

- 1120.1 Offer requirements
- 1120.2 Mobile requirements
- 1120.3 Functionality
- 1120.4 Outlook add-ins functionality
- 1120.5 Excel custom functions
 - 1120.5.1 Offer information and support contacts
 - 1120.5.2 Security
 - 1120.5.3 Functionality
 - 1120.5.4 Validation

1140 Teams

- 1140.1 Value proposition and offer requirements
 - 1140.1.1 App name
 - 1140.1.2 Workplace appropriateness
 - 1140.1.3 Other platforms and services
 - 1140.1.4 Access to services
- 1140.3 Security
 - 1140.3.1 Financial Transactions
 - 1140.3.2 Bots and messaging extensions
 - 1140.3.3 External domains
- 1140.4 Functionality
 - 1140.4.1 General
 - 1140.4.2 Tabs
 - 1140.4.3 Bots
 - 1140.4.4 Messaging extensions
 - 1140.4.5 Task modules
 - 1140.4.6 Meeting extensions
 - 1140.4.7 Notification APIs
 - 1140.4.8 Mobile Experience
- 1140.5 Teams apps linked to Software as a Service (SaaS) offers
 - 1140.5.1 Manifest and metadata requirements
 - 1140.5.2 Purchasing and managing subscriptions
 - 1140.5.3 Testability and technical requirements

- 1140.6 Publisher Attestation
- 1140.7 Advertising
- 1140.8 Teams apps extensible across Microsoft 365
 - 1140.8.1 General

1160 SharePoint add-in

- 1160.1 Security
- 1160.2 Functionality

1170 SharePoint Framework Solutions

- 1170.1 Value proposition and offer requirements
- 1170.2 Security
- 1170.3 Functionality
- 1170.4 Branding and advertising
- 1170.5 Validation

1180 Power BI visuals

- 1180.1 Acquisition, pricing, and terms
- 1180.2 Functionality

1200 Power BI visuals additional certification

- 1200.1 Certification requirements
 - 1200.1.1 Code repository
 - 1200.1.2 Code quality
 - 1200.1.3 Code security
 - 1200.1.4 Code functionality
 - 1200.1.5 Update without Advanced Certification
- 1200.2 Duplicate offers

1240 Power BI Template Apps

- 1240.1 Value proposition and offer requirements
- 1240.2 Technical validation

1400 Dynamics 365 Business Central

- 1400.1 Value proposition and offer requirements
 - 1400.1.1 Language
 - 1400.1.2 Branding
 - 1400.1.3 Name
 - 1400.1.4 Summary

- 1400.1.5 Description
 - 1400.1.6 Keywords
- 1400.2 Graphic elements
 - 1400.2.1 Logos
 - 1400.2.2 Screenshots
 - 1400.2.3 Videos
- 1400.3 Acquisition, pricing, and terms
- 1400.4 Offer information and support contacts
- 1400.5 Technical requirements
- 1400.6 Business Central version functionality

1420 Dynamics 365 apps on Dataverse and Power Apps

- 1420.1 Value proposition and offer requirements
- 1420.2 Acquisition, pricing, and terms
- 1420.3 Content requirements
- 1420.4 Functionality
- 1420.5 Technical requirements
- 1420.6 Code validation
- 1420.7 Deployment validation
- 1420.8 Functionality validation
- 1420.9 Security validation
- 1420.10 Sitemap validation

1440 Dynamics 365 Operations Apps

- 1440.1 Content requirements
- 1440.2 Technical requirements
- 1440.3 Code validation
- 1440.4 Deployment validation
- 1440.5 Functionality validation

3000 Requirements for Co-sell Status Tiers

- 3000.1 Co-sell ready status
- 3000.2 Azure IP co-sell incentive status
- 3000.3 Azure IP co-sell program deal registration
 - 3000.3.1 Segmentation
 - 3000.3.2 Opportunity age
 - 3000.3.3 Solution tagging
 - 3000.3.4 Timeline
 - 3000.3.5 Contract Parameters

100 General

These General policies apply to all offer types. Additional policies for each specific offer type are listed below by offer type. Please be sure you review both policy sections for the type of offer you are developing for the marketplace.

The types of offer types supported by the marketplace can be found in the publishing guide by offer type and the Microsoft 365 AppSource documentation. All offers and your publisher activities on Partner Center are subject to the Microsoft Publisher Agreement [↗](#).

100.1 Value proposition and offer requirements

To let customers quickly identify offers of interest, your listing must clearly, concisely, and accurately convey the type of offer, the value proposition for your offer, and requirements for its adoption. The listing elements related to this requirement apply to offers and any plans that are part of the offer.

100.1.1 Title

All offers and plans must have an accurate and descriptive title. If your offer is promoted on a website outside of the commercial marketplace, the title on the promotional website should match the title in the marketplace.

100.1.2 Summary

Offers must have a concise, well written summary of the offer and its intended use. This summary will be shown on the commercial marketplace search results screen and is limited to 100 characters.

100.1.3 Description

All offers and plans must have a description that identifies the intended audience, briefly and clearly explains its unique and distinct value, identifies supported Microsoft products and other supported software, and includes any prerequisites or requirements for its use. The description should not simply repeat the offer summary.

You must clearly describe any limitations, conditions or exceptions to the functionality, features, and deliverables described in the listing and related materials before the

customer acquires your offer. The capabilities you declare must relate to the core functions and description of your offer.

Your listing, including the description, metadata, and any other provided content, should describe your offer's capabilities, strengths, and what makes it desirable, including any compatibility with other offers. Comparative marketing, including using competitor logos or trademarks in your offer listing, or including tags or other metadata referencing competing offers or marketplaces, is not allowed.

100.1.4 Non-English content

Commercial marketplace content (including Storefront text, documents, screenshots, Terms of Use, and Privacy Policy) is not required to be in English. If your offer is published with non-English content, the description must begin or end with the English phrase, "This application is available in <a list of languages including the language of your offer content>." It is also acceptable to provide a Useful Link URL to offer content in a language other than the one used in the marketplace content.

If your offer supports multiple languages, all offer and marketplace listing content should be localized for each supported language. Offers listed in multiple languages must be easily identified and understood.

100.1.7 Active and visible presence

You must maintain an active presence in the marketplace. Offers submitted to the marketplace must be commercially available and under active development and/or supported until they are removed from the marketplace.

Each offer submitted to the marketplace must have at least one public plan, which may be Contact Me, Bring Your Own License (BYOL), or Get It Now (Transact). Private plans are not allowed without a corresponding public plan.

100.2 Discoverability

To help customers discover offers, categories, industries, keywords, and consulting service competencies must accurately identify your expertise. The description of your listing must be relevant to the selected categories and industries.

- **Categories:** Select the most relevant category or categories in alignment with your offer's value proposition. The description should help a customer understand how your offer is applicable to the selected categories. A maximum of two categories can be selected.

- Industries: Select an industry only if your offer is designed to solve a specific need or industry scenario. The industry and/or vertical your offer targets must be included in either the short or long description. Customers should be able to understand from the description how your offer helps them solve a specific industry scenario.
- Keywords: Keywords must be relevant to the offer and any supported products. Adding competitor names or products as keywords is not permitted. Categories and titles should not be added as keywords.
- Competencies (consulting services offers only): You must provide accurate current information needed to validate your competencies and qualifications when you submit your offer.

100.3 Graphic elements

Graphic elements help customers identify the source and understand the features of your offer. When used, graphic elements must be current, accurate, easy to understand, and related to your offer. Graphic elements include:

- Logo
 - Logos are uploaded as a .png file between 216- and 350-pixels square. This logo appears on the offer listing page in Azure Marketplace or AppSource.
 - An optional 48-pixel square logo may be added later to replace the autogenerated small logo. This logo appears in Azure Marketplace search results or on the AppSource main page and search results.
- Images, including screenshots
 - Images must be 1280x720 pixel .png files.
 - Images should be of good quality: high resolution, sharp, with legible and readable text.
 - Comparative marketing, including using competitor logos or trademarks, is not allowed.
- Videos
 - Videos must be hosted on YouTube or Vimeo; no other video hosts are allowed.
 - Videos must be publicly viewable and embeddable.
 - Videos and their thumbnail images should be of good quality: high resolution, understandable, and related to the offer.
 - Video links must lead directly to the individual video page. No short URLs, "human readable" redirects, or other obfuscating services may be used. Account pages, playlists, or other collection pages are not allowed.

100.4 Acquisition, pricing, and terms

Customers need to understand how to evaluate and acquire your offer. Your listing must accurately describe:

- How you are providing your offer (for example, as a limited time trial or as a purchase)
- Pricing, including currency
- Variable pricing structures
- Features or content that require an extra charge, whether through in-app or add-in purchases or through other means. Your description must also disclose any dependencies on additional services, accounts, or hardware. Offers cannot have any dependencies on any product or component that is no longer supported or commercially available.

Pricing models must conform to the pricing models supported by the marketplace.

All purchase transactions associated with your offer must begin by using a starting point in the commercial marketplace listing, such as the Contact Me or Get It Now buttons.

Microsoft provides limited native application programming interfaces (APIs) to support in-offer purchases. If your in-offer purchases are not possible with Microsoft's APIs, you may use any third-party payment system for those purchases.

Within the offer listing, you may not redirect or up-sell customers to software or services outside the marketplace. This restriction does not apply to support services that publishers sell outside the marketplace.

You may not promote the availability of your offer on other cloud marketplaces within the offer listing.

The commercial marketplace does not currently support the sale of hardware or professional services. Any offers for hardware must be transacted outside of the marketplace. Charges for services such as support included with your offer and billed through the marketplace may only amount to an ancillary component (less than 10%) of the total price charged to end customers.

100.5 Offer information and support contacts

Customers want to know how to find out more about your offer and how they'll get support for evaluating and using it. Links should include relevant information on the offer's:

- Terms and conditions

- Should describe the legal terms between you and your customers governing use of your offer
- Privacy policy
 - Should detail any of your applicable collection, use, and storage of customer data
- Support contacts and help options
 - At least one of the following support contact methods must be provided: telephone, email, chat agent, community forum, or a link to a support landing page
 - Links must lead directly to appropriate support information
 - If access to support requires authentication, login credentials (used only for link authentication) must be provided in the notes for certification when you submit your offer
- Documentation
 - Should be available, detailed, instructive, and current
 - Documents must be .pdf format, and should not be blank or consist entirely of embedded images
- "Learn More" links to additional offer information
- Transaction information

A CRM system must be connected with the Lead Destination configured in the Customer Leads section of the Offer Setup.

Links must be functional, accurate, and must not jeopardize or compromise user security. For example, a link must not spontaneously download a file. All links provided throughout the offer metadata, including the above listed options and in any other metadata fields, must be served using the secure HTTPS protocol.

100.6 Personal information

Customers and partners care about the security of their personal information. Personal Information includes all information or data that identifies or could be used to identify a person, or that is associated with such information or data. Your listing must not include third-party personal information without authorization. Your listing must include a link to your privacy policy for the listed offer.

100.7 Accurate source

Customers want to know who they are dealing with and expect clarity about the offers and relationships they rely on. All content in your offer and associated metadata must be either originally created by the offer provider, appropriately licensed from the third-

party rights holder, used as permitted by the rights holder, or used as otherwise permitted by law. Offers must be unique and cannot duplicate an offer made available by another publisher on the marketplace.

When referring to Microsoft trademarks and the names of Microsoft software, products, and services, follow Microsoft Trademark and Brand Guidelines [↗](#).

References to Business Programs participation or eligibility are not allowed. Example (but not limited to) references to Microsoft Azure Consumption Commitment (MACC), Partner Co-Sell, Co-Sell Prioritized, IP Co-Sell Incentive, MPN Competency, Cloud Solution Partner Designation. Such references must not be included anywhere in the metadata of your offer.

100.8 Significant value

Offers must provide enough value to justify the investment it takes to learn and use them. Your offer should provide significant benefits such as enhanced efficiency, innovative features, or strategic advantages. Simple utilities, offers with limited scope, or offers that duplicate offerings in well-served areas are not a good fit for the commercial marketplace. Offers must provide a useable software solution.

100.10 Inappropriate content

Customers expect offers to be free of inappropriate, harmful, or offensive content. Your offer must not contain or provide access to such content including, but not limited to content that:

- Facilitates or glamorizes harmful activities in the real world.
- Might pose a risk of harm to the safety, health, or comfort of any person or to property.
- Is defamatory, libelous, slanderous, or threatening.
- Is potentially sensitive or offensive or that advocates discrimination, hatred, or violence based on membership in a particular racial, ethnic, national, linguistic, religious, or other social group, or based on a person's gender, age, or sexual orientation.
- Facilitates or glamorizes excessive or irresponsible use of alcohol or tobacco products, drugs, or weapons.
- Contains sexually explicit or pornographic content.
- Encourages, facilitates, or glamorizes illegal activity in the real world, including piracy of copyrighted content.
- Includes excessive or gratuitous profanity or obscenity.

- Is offensive in any country/region to which your offer is targeted. Content may be considered offensive in certain countries/regions because of local laws or cultural norms.

100.11 Security

Customers want to be confident that offers are safe and secure. Your offer must not jeopardize or compromise user security, the security of the Azure service, or related services or systems. These are related criteria:

- If your offer collects credit card information, or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard (PCI DSS).
- Your offer must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the offer listing.
- You must report suspected security events, including security incidents and vulnerabilities of your Marketplace software and service offerings, at the earliest opportunity.
- Your offer should not share any application credentials or access information publicly in the product description page.

100.12 Functionality

Customers expect offers to deliver what they promise. Your offer must provide the functionality, features, and deliverables described in your listing and related materials.

If your offer has trial and paid versions, trial functionality must reasonably resemble the paid version.

Offer user interfaces should not look unfinished. All UI should be intuitive and obvious in purpose, without requiring users to read support documentation for basic tasks.

Your offer should be reasonably responsive. Long wait or processing times should be accompanied by some form of warning or loading indicator.

100.13 Business requirements

Offers you submit to the marketplace must meet applicable business requirements including:

- Specific qualification or approval by Microsoft as needed
- Appropriately targeting customer segments, categories, or industries

- Appropriate configuration including offer type and billing

100.14 Testability

Your offer submission must include any necessary instructions and resources for successful certification of your offer.

200 Virtual Machines

To ensure that customers have a clear and accurate understanding of your offer, please follow these additional listing requirements for Virtual Machines (VM) offers.

200.1 Technical Requirements

Offers you publish to the Marketplace must meet the following technical requirements:

- The Azure Resource Manager (RM) module may still be used but is being deprecated. We recommend using the Azure PowerShell Az module instead.

In addition to your solution domain, your engineering team should have knowledge on the following Microsoft technologies:

- Basic understanding of Azure Services
- Working knowledge of Azure Virtual Machines, Azure Storage and Azure Networking
- Working knowledge of Azure Resource Manager
- Working knowledge of JSON

200.2 Business Requirements

The publisher must be registered through Partner Center and approved for the VM billing plan [↗](#).

The App Description must match the application included in the Virtual Machine and must have been tested for primary functionality after deployment of the VM image in Microsoft Azure.

Usage/distribution of third-party software and consumption of services must be in compliance with all respective redistribution licensing.

200.3 VM Image Requirements

As a VM image contains one operating system disk and zero or more data disks, one Virtual Hard Drive (VHD) is needed per disk. Even blank data disks require a VHD to be created. You must configure the VM operating system (OS), the VM size, ports to open, and up to 15 attached data disks. Regardless of which OS you use, add only the minimum number of data disks needed by the stock keeping unit (SKU).

200.3.1 General

VM image must be provided in the form of a VHD file and built on an Azure-approved base image.

VM image must be deployable and able to provision on Azure from either the Azure Portal or PowerShell scripts.

Must support deployment of the image with at least the publisher recommended Azure VM Size.

While additional configuration steps may be required by the application, deployment of the VM image allows the VM to be fully provisioned and the OS to start properly.

Image should support enablement of VM Extensions including Azure Diagnostics and Monitoring.

Disk count in a new image version cannot be changed. A new SKU must be defined to reconfigure data disks in the image. Publishing a new image version with different disk counts will have the potential of breaking subsequent deployments based on the new image version in cases of auto-scaling, automatic deployments of solutions through Azure Resource Manager templates, and other scenarios.

Image must be well-formed including standard footer.

VHD image must be submitted via a valid and available Shared Access Signature (SAS) URI.

Choose one or both of the Azure PowerShell or Azure command-line interface (CLI) scripting environments to help manage VHDs and VMs.

Image size must be an exact multiple of 1MB.

OS Architecture must be 64 bits.

Image must have been deprovisioned. See [Configure the Azure-Hosted VM: Generalize the Image](#).

200.3.2 Windows

OS disk size validation should be between 30GB and 250GB.

Data disk size should be between 1GB and 1023GB.

Support Compatibility with Serial Console: Windows: Registry.

Application must not have a dependency on the D: drive for persistent data. Azure offers the D: drive as temporary storage only and data could be lost.

Application usage of the data drive must not have a dependency on C: or D: drive letter designations. Azure reserves C: and D: drive letter designations.

Build lean and limit possible cloud compatibility issues by avoiding dependency and not including specialized Windows Server roles and features such as Failover Cluster, DHCP, Hyper-V, Remote Access, Rights Management Services, Windows Deployment Services, BitLocker Drive Encryption on OS disk, and Network Load Balancing Windows Internet Name Service.

200.3.3 Linux

No swap partition on the OS disk. Swap can be requested for creation on the local resource disk by the Linux Agent. It is recommended that a single root partition is created for the OS disk.

Leverage Endorsed Linux distributions on Azure: /azure/virtual-machines/linux/endorsed-distros. Custom images may be subject to additional validation steps and requiring specific approval from Microsoft.

OS disk size validation should be between 30GB and 1023GB.

Data disk size validation should be between 1GB and 1023GB.

Support Compatibility with Serial Console – parameter Linux: console=ttyS0.

The latest Azure Linux Agent should be installed using the repair manager (RPM) or Debian package. You may also use the manual install process, but the installer packages are recommended and preferred.

No swap partition on the OS disk. Swap can be requested for creation on the local resource disk by the Linux Agent. It is recommended that a single root partition is created for the OS disk.

Choose one or both of the Azure PowerShell or Azure command-line interface (CLI) scripting environments to help manage VHDs and VMs.

Secure Shell (SSH) server should be included by default.

200.4 VM Image Generalization

All images in the Azure Marketplace must be reusable in a generic fashion. To achieve this reusability, the operating system VHD must be generalized, an operation that removes all instance-specific identifiers and software drivers from a VM. The operating system VHD for your VM image must be based on an Azure-approved base image that contains Windows Server or SQL Server.

If you are installing an OS manually, then you must size your primary VHD in your VM image. For Windows, the operating system VHD should be created as a 127-128 GB fixed-format VHD. For Linux, this VHD should be created as a 30-50 GB fixed-format VHD.

Windows OS disks are generalized with the `sysprep` tool. If you subsequently update or reconfigure the OS, you must rerun `sysprep`.

Ensure that Azure Support can provide our partners with serial console output when needed and provide adequate timeout for OS disk mounting from cloud storage.

Images must have the following parameters added to the Kernel Boot Line:

```
console=ttyS0 earlyprintk=ttyS0 rootdelay=300.
```

200.5 Security

Ensure that you have updated the OS and all installed services with all the latest security and maintenance patches. Your offer should maintain a high level of security for your solution images in the Marketplace.

All the latest security patches for the Linux distribution must be installed and industry guidelines to secure the VM image for the specific Linux distribution must be followed. It is recommended that Logical Volume Manager (LVM) should not be used.

Images should not include significant Common Vulnerability and Exposures. Verify the following:

- Windows must have the latest security patches.
- Linux minimum kernel versions including latest security patches.
- Latest versions of required libraries should be included:
 - OpenSSL v1.0 or greater.

- Python 2.6+ is highly recommended.
- Python `pyasn1` package if not already installed.
- Linux Azure Agent 2.2.10 and above should be installed.
- Firewall rules must be disabled unless application functionally relies on them, such as for a firewall appliance.
- The source code and resulting VM image must be scanned for malware and verified to be malware free.
- All code that is considered suspicious (such as penetration tests and exploits) shall be identified and disclosed to limit false positive detections by malware monitoring tools.
- All non-OS scheduled tasks shall be well identified to limit exposure to CRON job type malware.
- Limit the attack surface by keeping a minimal footprint with only necessary Windows Server roles, features, services, and networking ports.
- Applications should not have a dependency on restricted usernames such as 'Administrator,' 'root', and 'admin'.
- Bash/Shell history entries must be cleared.

Your offer should use a secure OS base image.

- The VHD used for the source of any image based on Windows Server must be from the Windows Server OS images provided through Microsoft Azure.
- Do not use the solution VHD (such as the C: drive) to store persistent information.
- The VHD image must only include necessary locked accounts that do not have default passwords that would allow interactive login; no back doors are allowed.
- All sensitive information, such as test SSH keys, known hosts file, log files, and unnecessary certificates, must be removed from the VHD image.

200.6 Testing and Certification

After you create and deploy your Virtual Machine (VM), you must test and submit the VM image for Azure Marketplace certification with the Certification Test Tool [↗](#).

Instructions for using the tool are available at the [Certify your VM image page](#). If any of the tests fail, your image is not certified. In this case, review the requirements and failure messages, make the indicated changes, and rerun the test.

During the publishing process, you must provide a uniform resource identifier (URI) for each virtual hard disk (VHD) associated with your SKUs. Microsoft needs access to these VHDs during the certification process. When generating shared access signature (SAS) URIs for your VHDs, adhere to the following requirements:

- Only unmanaged VHDs are supported.

- List and Read permissions are sufficient; do not provide Write or Delete access.
- The duration for access (expiry date) should be a minimum of three weeks from when the SAS URI is created.
- To safeguard against Coordinated Universal Time (UTC) variations, set the start date to one day before the current date; for example, if the current date is October 6, 2019, select 10/5/2019.

Review and verify each generated SAS URI by using the following checklist. Verify that:

- The URI is of the form: `<blob-service-endpoint-url> + /vhds/ + <vhd-name>? + <sas-connection-string>`
- The URI contains your VHD image filename, including the filename extension `".vhd"`
- Towards the middle of the URI, `sp=r1` appears; this string indicates that Read and List access is specified
- After that point, `sr=c` also appears; this string indicates that container-level access is specified

You can use the VM Self-test Service API to pre-validate that a Virtual Machine (VM) meets the latest Azure Marketplace publishing requirements.

Preview images are stored during the testing and preview phase of the offer publication process and are not visible to customers. Microsoft may remove inactive images from storage.

220 Network Virtual Appliances (NVAs)

An NVA offer submitted to Azure Marketplace goes through the certification process. To ensure the offer is certified and published on Azure Marketplace, it must meet all the following requirements.

220.1 NVA Internal Service Error

NVA Offers are qualified by a certification service that can sometimes result in an internal error. In this case, publisher will see an error message with Policy ID as 220.1 and no action is needed by the publisher.

220.2 NVA VHD Access

The certification process begins by accessing the Virtual Hard Disk (VHD) image of your offer. Ensure the VHD can be accessed without any issue.

- The correct SAS URL is provided for the VHD
- The VHD is accessible
- The NVA image is generalized

220.3 NVA Deployment

Ensure the NVA offer can be deployed successfully within 20 minutes.

220.4 NVA Reboot

To maintain reliability of an NVA on the Azure platform, we conduct reboot tests. Ensure your appliance can successfully reboot and is reachable on port 22 within 20 minutes for the following scenarios:

- NVA with 1 Network Interface Card (NIC)
- NVA with 3 NICs
- NVA with 7 NICs

220.5 NVA Redeployment

After the initial deployment of an NVA, ensure the NVA can be deallocated and redeployed. A successful redeployment must be completed within 20 minutes. We test three scenarios:

- NVA with 1 NIC
- NVA with 3 NICs
- NVA with 7 NICs

220.6 NVA High Availability

One of the most common architectures is to deploy NVAs in a High Availability configuration using a Load Balancer. To pass this test, ensure the following requirements are met:

- The NVA is reachable through the Internal load balancer's frontend IP
- For High Availability configurations, the appliance must be compatible with the HA Ports feature on the Internal Load Balancer

220.7 Network Virtual Appliances (NVA)

- NVA products must support virtual network peering and global virtual network peering (Learn more about VNet peering)

220.8 NVA Accelerated Networking

Please ensure the following requirements are met for Accelerated Networking testing:

- Accelerated Networking can be enabled and disabled on a NIC in the NVA VM
- Traffic is allowed through the NVA NICs on which Accelerated Networking is enabled and disabled

220.9 NVA Multi-NIC basic

Ensure that when NVA is deployed with multiple NICs, the private IP address and MAC address of the NVA Network Interface Cards (NICs) are unchanged after redeployment.

220.10 NVA Network Disruption

On a VM deployed using the NVA image, verify that after configuring a Network Security Group (NSG) to block all incoming traffic, the VM status remains **Running**.

300 Azure Applications

The policies listed in this section apply only to Azure Applications offers.

300.1 Value proposition and offer requirements

The Azure Application offer type must be used when the following conditions are required:

- You deploy a subscription-based solution for your customer using either a VM or an entire IaaS-based solution.
- If you or your customer requires that the solution be managed by a partner, then the Azure Application SKU type should be used.

Container offers are not supported for Azure applications in the commercial marketplace.

Custom meters may only be used for the consumption or usage of software (for example, counting messages sent through an email platform or consuming credits that indicate software usage).

300.2 Acquisition, pricing, and terms

The resources will be provisioned in the customer's Azure subscription. Pay-as-you-go (PAYGO) virtual machines will be transacted with the customer via Microsoft, billed via the customer's Azure subscription (PAYGO).

In the case of bring-your-own-license, Microsoft will bill infrastructure costs incurred in the customer subscription, and you will transact your software licensing fees to the customer directly.

300.3 Functionality

VMs must be built on Windows or Linux.

Azure applications must be deployable through the commercial marketplace.

300.4 Technical requirements

For more details on the following requirements, see the Azure Resource Manager Templates best practices guide [↗](#).

300.4.1 Code

Code must pass the best practice tests.

Code must address any comments provided as part of the code review in the certification process.

300.4.2 Security

All firewall rules and network security groups (NSGs) must be reasonable for the application.

Role-based access control (RBAC) assignments should use the least privilege required and must have a justification for "owner".

Passwords in `createUIDef` must have a minimum of 12 characters or use the default settings.

Managed Service Identity (MSIs) must be assigned a role. Unused MSIs must be removed.

300.4.3 Variables

Any declared variables must be used.

300.4.4 Parameters

Any declared parameters must be used.

Values such as username and password (secrets) must always be parameterized.

Any `defaultValue` supplied for a parameter must be valid for all users in the default deployment configuration.

- Do not provide default values for user names, passwords (or anything that requires a `SecureString`, or anything that will increase the attack surface area of the application.

Templates must have a parameter named `location` for the primary location of resources.

- The default value of this parameter must be `[resourceGroup().location]`.
- The `location` parameter must not contain `allowedValues`. Location values may be restricted in CUID but not the template.

Do not use `allowedValues` for lists of things that are meant to be inclusive (for example, all VM SKUs). `allowedValues` should only be used for exclusive scenarios. Overusing `allowedValues` will block deployment in some scenarios. Resources without built-in controls in `createUIDef` may only be populated with values that can be validated in `createUIDef`.

300.4.5 Resources

Top-level template properties must be in the following order:

JSON

```
{
  "$schema": "https://schema.management.azure.com/schemas/2015-01-01/...",
  "contentVersion": "1.0.0.0",
  "apiProfile": "...",
  "parameters": {},
  "functions": {},
  "variables": {},
  "resources": [],
  "outputs": {}
}
```

All empty or null properties that are not required must be excluded from the templates.

Resource IDs must be constructed using one of the `resourceId()` functions.

Any reference to a property of a resource must be done using the `reference()` function.

Hard-coded or partially hard-coded URIs or endpoints are not allowed.

The `apiVersion` specified for a resource type must be no more than 24 months old. A preview `apiVersion` must not be used if a later version (preview or non-preview) is available.

The `apiVersion` property must be a literal value.

Each VM extension resource must have the `autoUpgradeMinorVersion` property set to true.

Any `secureStrings` used by extensions must use `protectedSettings`.

300.4.6 CUID (`createUIDef`)

Regex validation of textbox controls must match the intent of the control and properly validate the input.

All properties must be output for each control in `createUIDef`.

300.4.7 Deployment artifacts

All of the artifacts needed for deployment must be included in the zip file submitted for publishing.

`mainTemplate.json` and `createUIDefinition.json` must be in the root of the folder.

Applications that create resources for which there is no `createUIDefinition` element must not prompt for input of any names or properties of these resources that cannot be validated.

Scripts, templates, or other artifacts required during deployment must be staged to enable a consistent deployment experience throughout the development and test life-cycle, including command line deployment with the scripts provided at the root of the repository. To do this, two standard parameters must be defined:

- `_artifactsLocation` – The base URI where all artifacts for the deployment will be staged. The `defaultValue` must be `[deployment().properties.templateLink.uri]`.

- `_artifactsLocationSasToken` – The `sasToken` required to access `_artifactsLocation`. The default value should be an empty string ("") for scenarios where the `_artifactsLocation` is not secured.

300.4.8 VM image references and disks

All `imageReference` objects for virtual machines or virtual machine scale sets must use core platform images, or images that are available in the commercial marketplace. Custom images cannot be used.

An `imageReference` using an image from the commercial marketplace cannot be a preview or staged version of the image in production deployments.

An `imageReference` using an image from the commercial marketplace must include information about the image in the plan object of the virtual machine.

If a template contains an `imageReference` using a platform image, the version property must be the latest version.

VM sizes must be selected using the VM `SizeSelector` control in `createUIDef`, and passed to the template as a parameter.

VM sizes in allowed values must match the storage type selection (premium, standard, or standard SSD).

OS Disks and Data Disks must use implicit managed disks.

400 Azure container offers

When publishing an offer in Partner Center, ensure you follow the policies listed below. This ensures customers can easily find and deploy your offer securely and easily in the commercial marketplace.

400.1 Technical requirements

Adhere to the following technical requirements to ensure successful submission of your offer:

For 'Kubernetes App' offers,

- Ensure your application can be deployed using a helm chart [↗](#).
 - The application must be deployable to Linux environment.

- The images must be of amd64 architecture.
- All the image repos and digest details must be included in the chart. No additional charts or images can be downloaded at runtime.
- Package your application artifacts as a CNAB bundle.
- Published application must be deployable on Azure Kubernetes service.

For 'Container Image' offers,

- Ensure your container product is deployable on AKS clusters and Azure Container Instance.

400.2 Business requirements

Publishing an Azure container offer requires the following:

- Usage/distribution of third-party software and consumption of services must follow all respective redistribution licensing.

For 'Kubernetes App' offers,

- Select a billing model (percore, pereverycoreincluster) per offer/plan. Add labels to pods relevant for percore billing.
- Add the term `KubernetesApps` to offer description to make it easily discoverable by customers.

400.3 Security

Your product must not jeopardize or compromise user security, or the security or functionality. You are solely responsible for all product safety testing, and the implementation of any appropriate feature safeguards.

- Your product must not contain or enable malware as defined by the Microsoft criteria for Unwanted and Malicious Software.
- Your product must address all known vulnerabilities.

Microsoft performs regular security validations on container offers. If vulnerabilities are identified in a published offer, Microsoft reserves the right to hide/deprecate the offer (with or without advanced notification to the publisher) to ensure the safety of our customers. You can republish your offer after the vulnerabilities are remedied. When possible, we will notify you of any vulnerabilities identified and provide a timeline for you to fix them.

600 IoT Edge Modules

To ensure that customers have a clear and accurate understanding of your offer, please follow these additional listing requirements for IoT Edge Modules offers.

600.1 Offer Information

Offers must link to supported IoT Edge devices in the IoT device catalog. General-purpose modules must link to the device catalog with the text "List of compatible IoT Edge certified devices" linked to <https://aka.ms/iot-edge-certified>.

600.2 Plan Information

SKU metadata must meet the following requirements:

- Manifest and image tags must be properly formatted and consistent. The "latest" tag must be listed.
- Defaults must be accurate:
 - Routes must be specific and use the proper syntax.
 - Twin desired properties value syntax must be proper non-escaped JSON, without arrays or values exceeding 512 characters, and with a maximum four (4) levels of nested hierarchy.
 - Environment variable value must be less than 512 characters.
 - createOptions value must be proper non-escaped JSON, without values exceeding 512 characters, and not granting privileged rights unless absolutely necessary.

600.3 Technical Requirements

Containers must meet the following requirements:

- The "latest" tag must be a manifest tag available in the container registry.
- All image tags referred to by manifest tags must be present in the registry.
- All version tags must be immutable.

The module must start, run, and remain stable with the default options.

The "latest" tag must run with the default configuration options on all claimed supported OS/architectures. For general-purpose modules, this means supporting x64, arm32, and arm64 under both Linux and Windows (x64 platform only).

Modules that include the IoT SDK and are set to the PartnerId.OfferIdPlanId must send telemetry.

700 Managed Services

The policies listed in this section apply only to Managed Services offers.

700.1 Value proposition and offer requirements

The term "managed service" or "managed services" must be included somewhere in the offer description.

Managed services offers must have the primary purpose of providing services that manage customers' use of Azure. Offerings, with the primary purpose of selling licenses or subscriptions to software or a platform, must instead be listed as an application.

700.3 Graphic elements

No text other than official logo marks may be used in logo images.

Logo backgrounds should not be black, white, or gradients. If a transparent background is used for the required logos, logo elements should not be black, white, or blue. Hero logos may not use transparent backgrounds.

700.4 Business requirements

You must have Solutions Partner designation for Infrastructure (Azure) or Security.

OR,

Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Platform or Security.

700.5 Plan details

Plan titles, summaries, and descriptions must be descriptive of the plan.

The billing model for plans must be "Bring your own license".

700.6 Plan manifest details

Manifest version numbers must be in the n.n.n format (for example, 1.2.5).

800 Consulting Services

The policies listed in this section apply only to Consulting Services offers.

800.1 Value proposition

Consulting Services must be fixed in scope and have a defined outcome. Offers with the primary purpose of selling licenses or subscriptions to software or a platform must instead be listed as an application.

800.2 Eligibility requirements

Primary Product: Azure	Eligibility Requirement(s)
Azure	Solutions Partner designation in at least one of the following areas: Data & AI (Azure), Infrastructure (Azure), Digital & App Innovation (Azure), Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in at least one of the following areas: Application Development, Application Integration, Application Lifecycle Management, Cloud Platform, Data Analytics, Data Center, Data Platform, DevOps or Security.

Primary Product: Dynamics 365	Eligibility Requirement(s)
Dynamics 365 Business Central	Solutions Partner designation for Business Applications OR at least two associated Business Central customer deployments OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Enterprise Resource Planning and serving at least three customers OR Must have published a Business Central application in Microsoft AppSource.

Primary Product: Dynamics 365	Eligibility Requirement(s)
Dynamics 365 Customer Engagement Applications (Sales, Marketing, Customer Service, Field Service, HR)	<p>Solutions Partner designation for Business Applications</p> <p>OR</p> <p>Have at least two associated Common Data Service customer deployments</p> <p>OR</p> <p>Retained benefits in the following competency based on competencies held as of September 30, 2022:</p> <p>Silver or Gold competency in Cloud Business Applications – Customer Engagement Option.</p>
Dynamics 365 Customer Insights	<p>Solutions Partner designation for Business Applications</p> <p>OR</p> <p>Have at least two associated Customer Insights customer deployments.</p>
Dynamics 365 Customer Voice	<p>Solutions Partner designation for Business Applications</p> <p>OR</p> <p>Have at least two associated Common Data Service customer deployments.</p>
Dynamics 365 Finance and Operations Applications (Finance, Supply Chain Management, Commerce, Project Service Automation)	<p>Solutions Partner designation for Business Applications</p> <p>OR</p> <p>At least two associated Finance and Operations, Retail, and/or Core HR customer deployments</p> <p>OR</p> <p>Retained benefits in the following competency based on competencies held as of September 30, 2022:</p> <p>Silver or Gold competency in Cloud Business Applications – Unified Operations Option.</p>
Power BI	<p>Solutions Partner designation for Business Applications or Data and AI (Azure)</p> <p>OR</p> <p>Have at least two associated Power BI customer deployments</p> <p>OR</p> <p>Retained benefits in the following competency based on competencies held as of September 30, 2022:</p> <p>Must be a Solution Partner in the Business Intelligence Partner Program with a Silver or Gold competency in Data Analytics and five [Microsoft Certified: Power BI Data Analyst Associates]s in the organization. Details in section 800.2.6 below.</p>

Primary Product: Dynamics 365	Eligibility Requirement(s)
Power Apps	Solutions Partner designation for Business Applications or Digital and App Innovation (Azure) OR Have at least two PAL associated Power Apps customer deployments.
Power Automate	Solutions Partner designation for Business Applications or Digital and App Innovation (Azure) OR Have at least two PAL associated Power Automate customer deployments.
Power Virtual Agents	Solutions Partner designation for Business Applications or Digital and App Innovation (Azure) or Data & AI (Azure) OR Have at least two PAL associated Power Automate customer deployments.

Primary Product: Microsoft 365	Solution Path	Eligibility Requirement(s)
	Adoption and Change Management	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity.
	Calling for Microsoft Teams	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Communications.
	Cloud Security	Solutions Partner designation for Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security.

Primary Product: Microsoft 365	Solution Path	Eligibility Requirement(s)
	Compliance Advisory Services	Solutions Partner designation for Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security or Enterprise Mobility Management.
	Device Deployment and Management	Solutions Partner designation for Modern Work (if Windows or Devices), Security (if Enterprise Mobility Management) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Enterprise Mobility Management or Windows and Devices.
	Firstline Workers	Solutions Partner designation for Modern Work (if Cloud Productivity), Security (if Enterprise Mobility Management) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity, Enterprise Mobility Management, or Security.
	Identity & Access Management	Solutions Partner designation for Security OR Retained benefits in the following legacy competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security or Enterprise Mobility Management.
	Information Protection & Governance	Solutions Partner designation for Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security or Enterprise Mobility Management.
	Insider Risk	Solutions Partner designation for Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security or Enterprise Mobility Management.

Primary Product: Microsoft 365	Solution Path	Eligibility Requirement(s)
	Knowledge and Insights	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Collaboration and Content or Cloud Productivity.
	Meetings for Microsoft Teams	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Communications.
	Meeting Rooms for Microsoft Teams	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Communications.
	Microsoft 365 Live Events	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Communications.
	Mobile Device Management	Solutions Partner designation for Modern Work (if Windows & Devices), Security (if Enterprise Mobility Management) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Enterprise Mobility Management or Windows & Devices.
	Power Platform for Teams	Solutions Partner designation for Modern Work (if Cloud Productivity), Business Applications (if Cloud Business Applications) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Cloud Business Applications.

Primary Product: Microsoft 365	Solution Path	Eligibility Requirement(s)
	Teams Custom Solutions	Solutions Partner designation for Modern Work (if Cloud Productivity), Business Applications (if Cloud Business Applications), Digital & App Innovation (Azure) (if Application Development / App Integration) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity, Cloud Business Applications, Application Development, or App Integration.
	Teamwork Deployment	Solutions Partner designation for Modern Work OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Small and Midmarket Cloud Solutions.
	Threat Protection	Solutions Partner designation for Security OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Security.
	Workplace Analytics	Solutions Partner designation for Modern Work (if Cloud Productivity), Data & AI (Azure) (if Data Analytics) OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Productivity or Data Analytics.

For more information on meeting these prerequisites, see the Consulting Services prerequisites.

The following sections provide more detail on publishing requirements for "Power" offer types noted in the table above.

800.2.2 Primary Product: Dynamics 365 Apps on Dataverse and Power Apps

Insufficient Certification (D365 Dataverse) To publish a Dynamics 365 Apps on Dataverse and Power Apps consulting service offer in the marketplace, you must be Solutions Partner designation for Business Applications OR Have at least Two associated

Common Data Service customer deployments OR Retained benefits in the following competency based on competencies held as of September 30, 2022: Silver or Gold competency in Cloud Business Applications – Customer Engagement Option

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your Power Platform and Dynamics Customer Insights accounts](#).

800.2.3 Primary Product: Dynamics 365 Finance and Operations

Insufficient Certification (D365 FO) To publish a Dynamics 365 Finance and Operations consulting service offer in the Marketplace you must be a Solutions Partner for Business Applications OR have at least Two associated Finance and Operations, Retail, and/or Core HR customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

800.2.4 Primary Product: Dynamics 365 Customer Insights

Insufficient Qualifications (D365 CI) To publish a Dynamics 365 Customer Insights consulting service offer in the Marketplace you must be a Solutions Partner for Business Applications OR have at least One associated Customer Insights customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your account that's used to manage customers](#).

800.2.5 Primary Product: Dynamics 365 Business Central

Insufficient Certification (D365 BC) To publish a Dynamics 365 Business Central consulting service offer in the Marketplace you must be a Solutions Partner for Business Applications OR at least Two associated Finance and Operations, Retail, and/or Core HR customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your account that's used to manage customers.](#)

800.2.6 Power BI

To publish a Power BI consulting service offer on AppSource, you must be a Solutions Partner for Data and AI (Azure) or Business Applications OR have at least Two associated Power BI customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your account that's used to manage customers.](#)

800.2.7 Power Apps

To publish a Power Apps consulting offer in the marketplace you must be a Solutions Partner for Business Applications OR have at least Two PAL associated Power Apps customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your Power Platform and Dynamics Customer Insights accounts.](#)

800.2.9 Power Automate

To publish a Power Automate consulting offer in the marketplace you must be a Solutions Partner for Business Applications or Digital and App Innovation (Azure) OR have at least Two PAL associated Power Automate customer deployments.

For more on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

For more information on validating your customer deployment projects using PAL, please see [Link a partner ID to your Power Platform and Dynamics Customer Insights accounts.](#)

800.2.10 Power Virtual Agents

To publish a Power Virtual Agents consulting offer in the marketplace you must be a Solutions Partner for Business Applications or Digital and App Innovation (Azure) or Data & AI (Azure)

For More on information on how to become a Solutions Partner please see Solutions Partner for Business Applications.

800.3 Title

Your Title must follow the format "Offer Name: Duration Service type." For example, "CompanyX - Database Security: 2-wk Implementation."

Your offer Title must not include your company name unless it is also a product name. For example, "CompanyX 3-Wk Assessment."

The offer type must match the type specified during submission.

800.4 Summary and description

The Summary and Description must provide enough detail for customers to clearly understand your offer, including:

- Service deliverables and outcomes.
- Agendas for workshops longer than one day.
- Detailed itemization of briefing and workshop topics.

Any Applicable Products and keywords defined during submission must be directly relevant to the offer.

If mentioned in the summary or description, the offer type must match the type specified during submission.

800.4.1 Quality

Duplicate Description The descriptions cannot be the same for multiple offers. Each description should accurately represent and differentiate the services associated with the offers. 7For more information, please see:

- Online store offer details
- Offer Listings

Missing Estimated Price Rationale If you provide an estimated price, an explanation of why it is estimated and what factors influence the final price must be included in the description. Please update the description with this information and resubmit your offer. Example: Price is based on scope of work

For more information, please see:

- Online store offer details
- Offer Listings

Extraneous Content in Description Your description includes a notable amount of marketing or promotional information not directly relevant to the offer. Please remove the extraneous content and resubmit your offer. For more information, please see:

- Online store offer details
- Offer Listings

800.4.2 Content

Summary

Please briefly describe the purpose or goal of your offer in 200 characters or fewer. Your summary cannot be the same text as the title of the offer. This will be displayed in the search box and must be different from the name of the offer.

Example: Free 2 hour assessment on how to use Office 365 and SharePoint with Power Apps, Power Automate, Dataverse, and Power BI by industry leading partner, trainer, and thought leaders. See Offer Listings.

Primary Product Content

Explain how the primary product is part of this offer by specifically mentioning it and making it clear. Our goal is not to just publish your offer, but to drive more leads that will help move your business forward. It needs to be clear to the potential customer how your service is going to help their business. See Primary products and online stores.

Deliverables and Outcomes

Your description needs to have deliverables and outcomes using Markdown language for bullet points. Examples:

markdown

```
### Deliverables
```

- * List of applicable solutions that can be built using Office 365, SharePoint, Power Apps, Flow, Power BI, > and Dataverse
- * Skill gap assessment of your current staff
- * License review
- * Recommendations on where and how to start using Power Apps, Flow, CDS, and Power BI with SharePoint and > Office 365

You may format your description using Markdown formatting (### Header, * Bullet, **Italics**, ****Bold****) or simple HTML. Partner Center also allows rich text formatting.

If you are using HTML, check the PREVIEW before you go live. You may want to switch to Markdown formatting if the bullets aren't rendering properly.

See Offer Listings.

Agenda

Workshops longer than a day should include a clear daily or weekly agenda in the description. Please see examples below:

markdown

Agenda

- * Day 1: Dashboard-in-a-Day using Power BI
- * Day 2: Design the reporting platform for your enterprise
- * Day 3: Develop and deploy the relevant visualizations on the Power BI reporting platform
- * Day 4 & 5: Remote Support

Or

Weekly Agenda

- * Week 1: Design the reporting platform for your enterprise
- * Week 2: Develop and deploy the relevant visualizations on the Power BI reporting platform
- * Week 3: Remote Support

You may format your description using Markdown formatting (### Header, * Bullet, **Italics**, ****Bold****) or simple HTML. Partner Center also allows rich text formatting.

If you are using HTML, check the PREVIEW before you go live. You may want to switch to Markdown formatting if the bullets aren't rendering properly. See Offer Listings.

Topics for Briefings

Briefings should include at least four bullets with information on topics to be covered, using Markdown formatting for the bullet points. Examples:

markdown

****What does this Briefing include?****

- * Review your existing Microsoft Excel or Microsoft Access based business processes
- * Discuss your current goals and limitations
- * The alternatives and approaches with Power Platform
- * Review the licensing options and costs
- * Discuss the "Citizen Developer" capabilities

You may format your description using HTML. Links to external resources (such as license agreements) should be properly HTML formatted for readability and useability ("clickability") instead of being plain text URL strings. If you do so, check the Preview before you go live. If you are using HTML, check the PREVIEW before you go live. You may want to switch to Markdown formatting if the bullets aren't rendering properly. See Offer Listings.

Omits Microsoft Cloud Solutions Aspects

The description of your offer must clearly state how it leverages or relates to [Choose one: Microsoft Azure, Microsoft Power BI, etc.] cloud services value propositions, and state how the offer is providing a professional service for the selected primary product. Update the description and resubmit your offer.

See Offer Listings.

Contact Info in Description

The description of your offer should not contain contact information. However, it may direct customers to the "Contact Me" button on the offer page to start a discussion. Update the description and resubmit your offer

800.5 Supporting documents

Your listing may include supporting documents with further information for your offer. Documents may feature Microsoft competing products only in the context of migration to Microsoft products.

1000 Software as a Service (SaaS)

The policies listed in this section apply only to SaaS offers.

1000.1 Value proposition and offer requirements

For your SaaS offer to be listed on *Azure Marketplace*, it must be substantially built on Microsoft Azure (example: more than 50% of your offer's infrastructure must use repeatable IP code on Azure).

If your offer requires resources to be deployed in the customer's tenant (for example, to connect to a database), the following additional requirements apply:

- You may be asked to provide additional documentation regarding which Azure resources will need to be deployed in the customer's Azure subscription and how these resources are managed.
- You must provision the resources in a secure manner. For example, using Azure Role Based Access Control (RBAC), Azure Active Directory Service Principals, or Azure Lighthouse.

For your offer to be listed on *AppSource*, it must meet these criteria:

- Integrate with or extend a Microsoft service or product and your offer must describe how it does so.
- Accept single sign-on from work accounts from any company or organization that has Azure Active Directory (AAD). More information is at [Get AppSource certified for Azure Active Directory](#).

1000.2 Offer targets

Offer categories may only include Internet of things (IoT), if the offer supports Azure IoT Services such as IoT Hub or Device Provisioning Service (DPS), and the partner has been approved by the IoT team.

1000.3 Authentication options

If you choose to sell through Microsoft, the marketplace buyer must be able to activate their subscription using the Azure Active Directory (Azure AD) log in information that they used to purchase your marketplace offer. This means that your offer landing page and your application must allow the marketplace buyer to log in using Azure AD Single Sign-On (SSO) [↗](#). If you process transactions independently using the Get it now or Free

trial options, the marketplace user that acquires your offer must be able to log in to your application using Azure AD SSO.

Offers must support both Azure AD and Microsoft Account (MSA) types.

You must limit your Microsoft Graph API request(s) to use only the "User.Read" permissions during the marketplace subscription activation process. Requests requiring additional permissions can be made after the subscription activation process has been completed. See Microsoft's guidance on incremental consent to learn more.

1000.4 SaaS Fulfillment and Metering APIs

Correctly integrating with the SaaS Fulfillment APIs is a requirement for creating and publishing a transactable SaaS offer in Partner Center. This integration should be maintained for as long as the offer is in Marketplace.

See the technical SaaS fulfillment APIs guidelines.

Please bear in mind that while SaaS metering is optional, the fulfillment API docs do not include the metering service docs. You must additionally integrate with the metering API if you have a SaaS offer that uses meters.

1000.5 Microsoft 365 App and Add-In Linking

Microsoft 365 apps and add-ins linked to your SaaS offer must extend your SaaS offer's user experience and functionality. In addition:

- You must be the publisher of both the SaaS offer and the app or add-in(s), or
- You must provide written authorization from the publisher of the SaaS offer or app or add-in to which you are trying to link your offer.

1100 Microsoft 365

The policies listed in this section apply only to Microsoft 365 offers, formerly known as Office 365 offers.

1100.1 General content

Your offer listing must only describe your app or add-in, and not include advertising for other offers.

Your offer description must disclose any app or add-in features or content that require an extra charge, whether through in-app or add-in purchases or through other means.

If your product offers in-app purchases, you must select the "My product requires purchase of a service or offers additional in-app purchases" check box on the Product Setup tab when submitting your offer via Partner Center.

Office Add-ins must have a clear value proposition and provide a seamless first run experience (FRE). If users must sign in or sign up to use the add-in, the value proposition must be clear to the user before they do so.

1100.2 Displaying ads

Apps or add-ins can contain ads.

- The primary purpose of the app or add-in must be more than displaying advertisements.
- Ads must comply with our content policies and should match our ad design guidelines.
- Ads should not interfere with app or add-in functionality.

1100.3 Selling additional features

Apps or add-ins running on mobile must not offer any additional features or content for sale.

1100.4 Predictable behavior

Your app or add-in must not make unexpected changes to a user's document.

Your app or add-in must not launch functionality outside of the app or add-in experience without the explicit permission of the user.

Your app experience must not prompt a user to disclose the credentials of a Microsoft identity (for example, Microsoft 365 (formerly called Office 365) or Microsoft Azure Organizational Account, Microsoft Account, or Windows Domain Account) except through Microsoft approved OAuth flow, where your app is authorized to act on behalf of the user.

1100.5 Customer control

Your app or add-in must obtain consent to publish personal information.

Your app or add-in must not obtain, store, pass, or transmit customer information or content without notifying the user.

Your app or add-in must be secured with a valid and trusted SSL certificate (HTTPS).

Your app or add-in may not open pop-up windows unless they are triggered by explicit user action. Pop-up windows must not be blocked by the browser's pop-up blocker when the blocker is set to the default value.

Your app or add-in may not request unreasonably high permissions or full-control permission.

Your app or add-in must have a correctly sized and formatted icon specified in the package or manifest.

Add-ins that depend on external accounts or services must provide a clear and simple sign in/sign out and sign-up experience.

Apps or add-ins that target larger organizations or enterprises:

- Do not require a sign-in experience for external accounts or services if sign-ups are managed by the enterprise outside of the app or add-in and not by the individual user.
- Do not require a seamless first run experience and value proposition but must include an email contact or link in the UI so users can learn more about your services.
- Please refer to this [blog post](#) to learn more.

1100.6 Global audience

You must provide details on the offer submission form if your app or add-in calls, supports, contains, or uses cryptography.

1100.7 Easy identification

You must specify language support for your app or add-in within the package manifest. The primary language selected when you submit your offer must be one of the specified supported languages. The app or add-in experience must be reasonably similar in each supported language.

The title may not include your brand or service unless your offer targets a larger organization or enterprise.

- Microsoft Teams apps may not include the brand or service in the title.

Your app or add-in must not be a duplicate of an app or add-in you have already submitted.

1100.8 Preserving functionality

If you update your app or add-in's pricing or licensing terms, you must continue to offer the original functionality to the existing user base at the original pricing. New pricing and/or licensing terms may only apply to new users.

- If you update your pricing from free to paid, existing users must receive the same level of functionality as before the update.
- If you update site license pricing from free to paid or not supported, existing users must continue to be supported for free.
- Apps or add-ins may convert from free to subscription pricing as long as existing users receive the same level of functionality as before the update. Converting from paid to subscription pricing is not currently supported.

1120 Office Add-ins: Word, Excel, PowerPoint, and Outlook

The policies listed in this section apply only to Office Add-in offers.

1120.1 Offer requirements

All Office Add-ins must use the latest version of the Microsoft-hosted `office.js` file at <https://appsforoffice.microsoft.com/lib/1/hosted/office.js> [↗].

All Office Add-ins must use the latest manifest schema.

Specify a valid Support URL in the `SupportURL` element of your add-in manifest.

A high-resolution icon is mandatory.

Source location must point to a valid web address.

The version number in the app package updates must be incremented.

1120.2 Mobile requirements

Office Add-ins also available on iOS or Android:

- Must not include any in-app purchases, trial offers, UI that aims to up-sell to paid versions, or links to any online stores where users can purchase or acquire other content, apps, or add-ins.
 - The iOS or Android version of the add-in must not show any UI or language or link to any other apps, add-ins, or website that ask the user to pay. If the add-in requires an account, accounts may only be created if there is no charge; the use of the term "free" or "free account" is not allowed. You may determine whether the account is active indefinitely or for a limited time, but if the account expires, no UI, text, or links indicating the need to pay may be shown.
- The associated Privacy Policy and Terms of Use pages must also be free of any commerce UI or Store links.
- Must comply with the Outlook add-in design guidelines.

For Office Add-ins also available on iOS:

- You must accept Apple's Terms and Conditions by selecting the appropriate checkbox on the Partner Center app submission form.
- Your add-in must be compliant with all relevant Apple App Store policies.
- You must provide a valid Apple ID.

Outlook add-ins with mobile support receive additional design review during validation, which adds to the required validation time. Outlook add-in design guidelines (link above) describes how your offer will be evaluated during the design review.

1120.3 Functionality

Add-ins must follow design guidelines without impeding the customer experience within the host application.

Your app or add-in must be fully functional with the supported operating systems, browsers, and devices for Office 2016, SharePoint 2013, and Office 365.

- Your add-in will be tested and evaluated on Windows 10 (build 1903+ on Edge Legacy and earlier builds prior to 1903 with Internet Explorer 11).
- All features must work on a touch-only device without a physical keyboard or mouse.
- Your app or add-in must not utilize deprecated functionality.
- Your add-in may not alter or promote the alteration of Office or SharePoint except via the Office and SharePoint add-ins model.

Add-ins must be compatible with the latest versions of Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari (macOS). Internet Explorer (IE) in Windows is still used in many Office configurations as noted in Browsers used by Office Add-ins. We

recommend supporting IE, but if your add-in does not, you should advise users to install the latest Office version. For details, see [Determine at runtime if the add-in is running in Internet Explorer](#).

Add-ins must work in all Office applications specified in the Hosts element in the add-in manifest.

Add-ins must work across all platforms that support methods defined in the Requirements element in the add-in manifest, with the following platform-specific requirements.

- Add-ins must support Office on web and Mac applications compatible with the APIs listed in the Requirements element.
- Add-ins that support iOS must be fully functional on the latest iPad device using the latest version of iOS.
- Add-ins that use the task pane manifest must support add-in commands.
- Content add-ins for PowerPoint may not activate their content (such as play audio or video) until after the JavaScript API for Office `Office.initialize` event has been called. This ensures that content display will correctly synchronize with presentations.

To help ensure an efficient validation process, if your add-in supports Single Sign-On, you must provide certification test notes explaining how your add-in uses SSO and what functionality in the add-in uses it. This information is required to ensure the validation team can test the fallback implementation. Offers that support Single Sign-On (SSO) must follow the SSO guidelines and include a fallback authentication method.

1120.4 Outlook add-ins functionality

The policies listed in this section apply only to Outlook add-in offers.

- All Outlook add-ins must support Outlook on the web (Modern).
- Outlook on the web (Classic) is preferred but optional for requirement sets of 1.5 or lower.
- Outlook add-ins must not include the `CustomPane` extension point in the `VersionOverrides` node.
- Outlook add-ins that support mobile must allow users to log on separately for each email account added to the Outlook app.
- Add-in commands must be supported if your add-in is shown on every message or appointment, whether in read or compose mode.
- If your add-in manifest includes the `SupportPinning` element for read mode of a message and/or appointment, the pinned content of the add-in must not be static

and must clearly display data related to the message and/or appointment that is open or selected in the mailbox.

- Outlook add-ins must not include the `ItemSend` event in the Events extension point.
- If your add-in can use the `AppendOnSend` feature, you must include a disclosure in your offer description noting in what conditions the option is used and what information is being inserted (for example, "If configured to do so, this add-in appends legal disclaimers to email sent by the user").
- If your add-in uses the Event-based Activation feature, you must include a disclosure in your offer description noting what information is being inserted in what events or conditions (for example, "Defined Signature will be inserted in Mail subject on composing new e-mail"). To help ensure an efficient validation process, when submitting your offer you must provide certification test notes explaining how to configure and test scenarios for auto launch events in your add-in.
- Add-ins must not include the "Block" `SendMode` when using `LaunchEvents` "OnMessageSend" and/or "onAppointmentSend".

1120.5 Excel custom functions

The policies listed in this section apply only to Excel offers.

1120.5.1 Offer information and support contacts

Your custom functions metadata must have the `helpurl` property set.

1120.5.2 Security

To help to ensure the security of your app and users, your custom functions HTML, JavaScript, and JSON metadata files must be hosted on the same domain.

1120.5.3 Functionality

Add-ins that contain custom functions must support add-in commands. This is to ensure that users can easily discover your add-in.

Your add-in must work across all platforms that support custom functions.

After an add-in is approved using the `EquivalentAddins` tag in the manifest, all future updates to the add-in must include this tag. This tag ensures that your custom functions save in XLL-compatible mode.

1120.5.4 Validation

To help ensure an efficient validation process, if your add-in contains custom functions, you must provide certification test notes for at least one custom function to validate them on submission.

1140 Teams

The policies listed in this section apply only to Teams offers.

Refer to the Teams store validation guidelines to get a better understanding of these policies and to increase the likelihood of your app passing the Microsoft Teams store validation process.

1140.1 Value proposition and offer requirements

1140.1.1 App Name

Teams app names must not copy or mimic the title of an existing Teams app or other offer in the commercial marketplace.

Common nouns must be prefixed or suffixed with the publisher's name (for example, "XYZ Tasks" rather than "Tasks").

1140.1.2 Workplace appropriateness

All content should be suitable for general workplace consumption. Apps must be collaborative and designed for multiple participants. Apps catering to team bonding and socializing needs of Microsoft Teams users may be published. Such apps should not require intense time investment or perceptively impact productivity.

1140.1.3 Other platforms and services

Teams apps must focus on the Teams experience and must not include names, icons, or imagery of other similar chat-based collaborative platforms or services unless the apps provide specific interoperability.

1140.1.4 Access to services

If your app requires an account or service, you must provide a clear way for the user to sign in, sign out, and sign up across all capabilities in your app. Teams apps that depend

on authentication to an external service to allow content sharing in channels, must clearly state in their help documentation or similar location how a user can disconnect or unshare any shared content if the same feature is supported on the external service. The ability to unshare the content does not have to be present in the Teams app, but the process should be clearly documented, and the documentation should be accessible from within the app.

1140.3 Security

1140.3.1 Financial transactions

Financial transaction details must not be transmitted to users through a bot interface. Apps may only receive payment information through a user interface linked to a secure purchase API. Apps may only link to secure payment services if the link is disclosed in the App's terms of use, privacy policy, app description, and any profile page or associated website before the user agrees to use the app.

No payment shall be made through an app for goods or services prohibited by General policy 100.10 Inappropriate content.

1140.3.2 Bots and messaging extensions

Bots and Messaging Extensions must follow privacy notice requirements as communicated in the Developer Code of Conduct for the Microsoft Bot Framework and must operate in accordance with the requirements set forth in the Microsoft Bot Framework Online Services Agreement and Developer Code of Conduct for the Microsoft Bot Framework.

1140.3.3 External domains

Domains outside of your organization's control (including wildcards) and tunneling services cannot be included in the valid domains of your manifest, except in the following conditions:

- If you are using OAuthCard, `Token.botframework.com` must be in the valid domains list.
- Teams apps that require their own SharePoint URLs to function may include `{teamsitedomain}` in their valid domain list.
- Teams apps built on the Microsoft Power Platform may include `apps.powerapps.com` in their valid domain list, to enable app to be accessible within Teams.

1140.4 Functionality

1140.4.1 General

App packages must be correctly formatted and conform to the latest release of the manifest schema.

Apps may not launch functionality outside of the Microsoft Teams app experience without the explicit permission of the user.

Graph API permissions requested by apps should align with business scenarios.

Compatibility: Teams apps must be fully functional on the latest versions of the following operating systems and browsers:

- Microsoft Windows
- macOS
- Microsoft Edge
- Google Chrome
- iOS
- Android

For other unsupported operating systems and browsers, apps must provide a graceful failure message.

Response time: Teams apps must respond within a reasonable time frame.

- Tabs must load within two seconds or display a loading message or warning.
- Bots must respond to user commands within two seconds or display a typing indicator.
- Messaging extensions must respond to user commands within two seconds.
- Notifications based on user actions must be displayed within two seconds.

App listing must contain a minimum of 3 screenshots depicting the app functionality in Teams. Screenshots must also depict app functionality in the Teams mobile clients, where supported.

Videos provided in the app listing must not be more than 90 seconds in duration and must only show how the app works in Teams. You must turn off ads in YouTube/Vimeo settings before submitting the video link in Partner Center.

You must provide test accounts and / or fully configured test environments that are valid in perpetuity (till app is live on the Teams store) for continuous health evaluation of your app.

Apps from the same developer offering the same functionality must share an app listing unless;

- privacy compliance requirements mandate separate app listings or
- required to support government cloud.

1140.4.2 Tabs

Teams apps must follow Teams tab design guidelines without impeding the customer experience within the host application.

- Tab experiences must provide value beyond hosting an existing website.
- Tabs should not have excessive chrome or layered navigation.
- Tabs must not provide navigation that conflicts with the primary Teams navigation.
- Tabs should not allow users to navigate outside of Teams for the core experience.
- Content in channel tabs must be contextually the same for all members of the channel and must not be scoped for individual use.
- Configurable tabs are collaborative spaces and should have focused functionality.
- Tab configuration must happen in the configuration screen, which must clearly explain the value of the experience and how to configure.

1140.4.3 Bots

Teams apps must follow Teams bot design guidelines without impeding the customer experience within the host application.

Bot information in the app manifest must be consistent with the bot's Bot Framework metadata (bot name, logo, privacy link, and terms of service link).

Bots must be responsive and fail gracefully.

Bots must not spam users by sending multiple messages in short succession. Avoid multi turn conversations in a bot response.

Bots in personal scope must send a welcome message on first launch.

Bots in collaborative scope must send a welcome message on first launch if the app has a complex configuration workflow.

Welcome message must follow Bot welcome message guidelines.

Bots in collaborative scope must provide user interaction value in the same scope.

At least one bot command must be listed in the manifest for each scope supported by the bot. Listed bot commands must contain clear command title and description.

Bot commands must not include special characters such as "/"

1140.4.4 Messaging extensions

Teams apps must follow Teams messaging extension design guidelines without impeding the customer experience within the host application.

Action Commands:

- For action commands triggered from a chat message or channel post, calls to action in apps must incorporate the host app name instead of only using a generic verb (for example, "Start a Skype Meeting" rather than "Start Meeting", "Upload file to DocuSign" rather than "Upload file", and so on).
- Action commands triggered from a chat message or channel post should leverage the context of the conversation and must not ask users to re-enter this information.

Search commands:

- Search commands in messaging extensions should enable users to see real-time search results as they type text.
- Search commands in messaging extensions must provide text that helps users search effectively.

Preview links (link unfurling):

Do not add domains that are outside your control (either absolute URLs or wildcards). For example, `yourapp.onmicrosoft.com` is valid but `*.onmicrosoft.com` is not valid. Top-level domains are also prohibited (for example, `*.com` or `*.org`).

1140.4.5 Task modules

Teams apps must follow Teams task module design guidelines without impeding the customer experience within the host application.

Task modules should not embed an entire app. Task modules should only display the components required to complete a specific action.

1140.4.6 Meeting extensions

Teams apps must follow Teams meeting extension design guidelines without impeding the customer experience within the host application. Teams meeting apps must provide a responsive in-meeting experience aligned with the Teams meeting experience. If an app offers a pre-meeting or post-meeting experience, these must be relevant to the meeting workflow. In-meeting experience must not take users outside the Teams meeting for core experiences. Apps must provide value beyond only offering custom Together Mode scenes in Teams meetings.

1140.4.7 Notification APIs

Notifications must provide value to the user.

Apps must not spam users by sending multiple notifications in quick succession.

Users must not be redirected outside of Teams when clicking a notification.

1140.4.8 Mobile experience

Teams apps should offer an appropriate cross device mobile experience.

App experiences on iOS and Android:

- Must not include any in-app purchases, trial offers, UI that aims to up-sell to paid versions, or links to any online stores where users can purchase or acquire other content, apps, or add-ins.
- Must not show any UI or language or link to any other apps, add-ins, or websites that ask the user to pay. If the add-in requires an account, accounts may only be created if there is no charge; the use of the term "free" or "free account" is not allowed. You may determine whether the account is active indefinitely or for a limited time, but if the account expires, no UI, text, or links indicating the need to pay may be shown.
- The associated Privacy Policy and Terms of Use pages must also be free of any commerce UI or Store links.

You must provide a valid Apple App Store Connect Team ID in your Partner Center account to enable users to acquire and install your app from the Teams App Store on Teams mobile clients.

1140.5 Teams app linked to Software as a Service (SaaS) offers

The following additional requirements apply for Teams apps linked to a Software as a Service (SaaS) offer.

1140.5.1 Manifest and metadata requirements

- The manifest for the Teams app must completely and accurately define the SubscriptionOffer details and OfferID of the linked SaaS offer.
- The SaaS offer linked to the Teams app must meet all requirements defined in 1000 Software as a Service (SaaS).
- The SaaS offer linked to the Teams app must be live in AppSource and must have at least one plan with pricing.
- Available pricing plans for the SaaS offer must use a per-user pricing model.
- Offer metadata should match across the Teams manifest, the Teams app listing in AppSource, and the SaaS offer in AppSource.
- Plan descriptions and pricing details must provide enough information for users to clearly understand the offer listings.
- Any limitations or specialized purchase flows must be clearly called out in the app metadata and pricing plan details.

1140.5.2 Purchasing and managing subscriptions

Users must be able to complete the end-to-end purchase flows with adequate information at each step.

- Users completing a purchase must be able to activate and configure the subscription in the SaaS application.
- Users completing a purchase must be able to manage licenses, including assigning and removing licenses, reassigning licenses among users, and authorizing users to manage licenses.
- Any modifications in purchased licenses or plans must be reflected in the SaaS application with correct license counts, subscription details, and user assignments.

Admin users must be able to complete end-to-end bulk purchase flows from the Microsoft Teams Admin Center.

After successful purchase and assignment of licenses, your offer must provide enough value to justify the purchase and users must have access to the subscribed plan features in Teams.

1140.5.3 Testability and technical requirements

For testing purposes, your Teams app submission to Partner Center must include an end-to-end (E2E) functional document, linked SaaS offer configuration steps, and instructions for license and user management as part of the Notes for Certification.

The offer must meet all the technical requirements for Teams apps linked to a SaaS offer.

1140.6 Publisher Attestation

Teams apps must complete Publisher Attestation in Partner Center.

1140.7 Advertising

Teams apps may not include advertising.

1140.8 Teams apps extensible across Microsoft 365

1140.8.1 General

App packages must be correctly formatted and conform to manifest schema 1.13 or later

Teams apps **extensible across Microsoft 365** must be fully responsive and fully functional on the latest versions of these clients:

- Outlook for Windows and Outlook for the web
- Microsoft Office on Desktop and Web
- Microsoft Teams on Desktop and Web
- Microsoft Teams on Android and iOS

Screenshots in the app listing must depict app functionality in all the supported clients.

The app's listing description must be relevant to all the supported clients (Microsoft Teams, Microsoft Outlook and Microsoft Office)

The app's support URL content must be relevant to all the supported clients (Microsoft Teams, Microsoft Outlook and Microsoft Office)

The app's Get Started/Sign-in/Sign-out/Sign-up/Help/Permissions and all other way forward screens must contain content that is relevant to all the supported clients (Microsoft Teams, Microsoft Outlook and Microsoft Office)

1160 SharePoint add-in

The policies listed in this section apply only to SharePoint add-in offers.

1160.1 Security

Add-ins must not have any unauthenticated pages or APIs, except for the error page.

- An unauthenticated error page should not link to other pages or other protected resources of the add-in.

If the solution requires full trust (formerly known as high trust) permissions, you will need to follow the guidelines from this [Developer Blog post](#).

1160.2 Functionality

SharePoint add-ins must be fully functional with Windows 7, Windows 10, all versions of Internet Explorer 11 and later, and the latest versions of Microsoft Edge, Google Chrome, and Mozilla Firefox.

Add-ins designed for the modern SharePoint experience are not required to support the classic SharePoint experience. If your add-in supports only the classic experience, you must include that limitation in your add-in description.

Add-ins must not have remote debugging settings enabled. The manifest for your add-in must not include the `DebugInfo` element.

1170 SharePoint Framework Solutions

The policies listed in this section apply only to SharePoint Framework Solutions offers.

1170.1 Value proposition and offer requirements

SharePoint Framework (SPFx) solutions must clearly declare in the description the type of SPFx components that are included in the package.

1170.2 Security

SharePoint Framework solutions can request any permissions with the solution manifest. High permissions requests will need to be justified and clarified as part of the solution submission process.

Needed permissions must be automatically configurable with the manifest file.

1170.3 Functionality

SharePoint Framework (SPFx) solutions must be correctly formatted and conform to the latest SPFx versions.

Solutions must be fully functional with Windows 10 and the latest versions of Microsoft Edge, Google Chrome, and Mozilla Firefox. Solutions are only required to be tested in the non-root site of a modern SharePoint site. Test SPFx solutions on /appsmod only.

Response times must be reasonable. Responses that take more than three seconds must display a loading message or warning.

1170.4 Branding and advertising

SharePoint Framework solutions may not include advertising.

1170.5 Validation

SharePoint Framework (SPFx) solutions must be submitted with full configuration instructions in the Notes for Certification.

Offers should include the E2E functional document. Alternatively, SPFx solution functionality demonstration video links can be included in the Notes for Certification.

1180 Power BI visuals

The policies listed in this section apply only to Power BI offers.

1180.1 Acquisition, pricing, and terms

Power BI visuals must be free but can offer additional purchases.

- If your Power BI visual offers additional purchases, it must comply with the In-App Purchase (IAP) guidelines.

1180.2 Functionality

Your visual must support Power BI Desktop, Power BI Online, Power BI mobile apps, and Power BI Windows universal apps. It must be compatible with supported operating systems, browsers, and devices for Power BI, including touch-only devices without a physical keyboard or mouse.

All visuals must support the context menu (right click menu). You can learn more about the context menu [here](#).

Your visual must support the core functions of Power BI for that visual type, including but not limited to pinning to dashboard, filtering focus mode, and formatting various data types.

Data type support will be evaluated based on the following tests:

- String values
- Empty values
- Negative values
- Lots of rows (at least 20,000 rows)
- Large numbers of 16 digits

Your visual must not launch functionality outside of the visual experience without the explicit permission of the user.

Your visual and its description must not prompt the user to install any additional files.

Your visual must not prompt a user to disclose the credentials of a Microsoft identity (for example, Microsoft 365 (formerly called Office 365) or Microsoft Azure Organizational Account, Microsoft Account, or Windows Domain Account) except through Microsoft approved OAuth flow, where your visual is authorized to act on behalf of the user.

Your visual may not open pop-up windows unless they are triggered by explicit user action. Pop-up windows must not be blocked by the browser's pop-up blocker when the blocker is set to the default value.

Your visual may not request unreasonably high permissions or full-control permission.

Visuals that depend on external accounts or services must provide a clear and simple sign in/sign out and sign-up experience.

Power BI visuals must be accompanied by a sample file in `.pbix` format. The version and content of the `.pbiviz` file should match the corresponding visual contained in the `.pbix` sample file. For the best user experience, consider adding Hits and Tips for using the visual to the sample file.

1200 Power BI visuals additional certification

The policies listed in this section apply only to Power BI visuals offers.

1200.1 Certification requirements

1200.1.1 Code repository

Your visual source code must conform to the visual code repository requirements.

The code repository for your visual should be available and correctly formatted.

1200.1.2 Code quality

Your source code should be readable, maintainable, expose no functionality errors, and correspond to the provided visual's package.

1200.1.3 Code security

Your source code should comply with all security and privacy policies. Source code must be safe and not pass or transmit customer data externally.

1200.1.4 Code functionality

Running visual development related commands on top of your visual source code should not return any errors.

Visual consumption should not expose any errors or failures and must ensure the functionality of any previous version is preserved.

1200.1.5 Update without advanced certification

Power BI Visual additional certification does not apply automatically to updated visuals. All updates to certified Power BI Visuals must also be certified as part of the submission process.

1200.2 Duplicate offers

Visuals that rely on access to external services or resources are not eligible to be certified Power BI visuals.

You may submit duplicate versions of visuals to the Marketplace: a non-certified version that uses external services or resources, and a certified version that does not use external services or resources. The offer that accesses external services or resources must clearly state so in the description.

1240 Power BI Template Apps

To ensure customers have an accurate understanding of your offer, please follow these additional listing requirements for Power BI App offers.

1240.1 Value Proposition and Offer Requirements

Offer titles must not include "(Preview)".

Descriptions and summaries should not use the deprecated term "content packs". New app offers may use the term "template apps".

1240.2 Technical Validation

Publisher ownership of the offer must be verifiable.

Offer updates should use the same Power BI tenant and workspace as previous offer versions.

Power BI apps may not be published more than once via different offers.

Offers should successfully install within two minutes and load within thirty seconds.

All UI aspects should be publication ready. This includes:

- Overall look and feel
- Reports and dashboards
- Titles
- Visuals and text
- Logos and graphics
- Content (static and generated)

Organization-specific Power BI visuals may not be used.

Sample data is not supported for new (not yet published) offers. Offers must be able to connect with customer data.

When "Connect Data" is available, test accounts, parameters, and/or additional instructions must be included in the offer's validation instructions, and custom parameters should not produce any errors.

1400 Dynamics 365 Business Central

The policies listed in this section apply only to Dynamics 365 Business Central offers.

1400.1 Value proposition and offer requirements

For more information on any of the following marketing requirements, please see the marketing validation checklist.

1400.1.1 Language

Offer listings and all linked information, including any landing pages, graphics, documentation, and support options may be presented in languages other than English. If the listing is presented in a language other than English, a .pdf document with the offer name, summary, description, and support contact details translated into English must be included.

See Language, branding, and Microsoft images.

1400.1.2 Branding

Microsoft branding must be consistent throughout your communications:

- "Microsoft Dynamics 365 Business Central" for first mention and all prominent locations (title, headings, and so on)
- "Dynamics 365 Business Central" on second mention
- "Business Central" on subsequent mentions

Microsoft trademarked imagery (including the Microsoft, Dynamics, and Business Central logos) may not be used.

See Language and branding.

1400.1.3 Name

Two naming structures are allowed for offer names:

- (Your offer name) for Microsoft Dynamics 365 Business Central
Example: *Sales & Inventory Forecast for Microsoft Dynamics 365 Business Central*
- (Your offer name)
Example: *Sales & Inventory Forecast*

See Offer name.

1400.1.4 Summary

Offer summaries must summarize the value proposition of your offer in one short and concise sentence.

See Offer summary.

1400.1.5 Description

Offer descriptions may be a maximum of 5,000 characters.

See Offer description.

Offer descriptions must clearly state which edition(s) (Essentials, Premium, or both), countries, and languages are supported by your offer. Please use the following template in your description:

Supported Editions

This app supports the Essentials and Premium Editions of Dynamics 365 Business Central

Supported Countries

Canada, Mexico, and United States

Supported Languages

This app is available in English (United States) and Spanish (Mexico).

See Supported editions and Supported countries.

1400.1.6 Keywords

If keywords are used, a maximum of three keywords may be provided.

See Supported products, keywords, and hide key.

1400.2 Graphic elements

For more information on any of the following marketing requirements, see the marketing validation checklist.

1400.2.1 Logos

Any text included in the logos must be legible.

See Offer logo.

1400.2.2 Screenshots

Screenshots of Business Central must show the latest web client user interface.

See Screenshots.

1400.2.3 Videos

Videos including Business Central must show the latest web client interface.

See Videos.

1400.3 Acquisition, pricing, and terms

Add-on apps may be either "Free", "Free or Trial", or "Contact me". Connect and Localization apps must be listed as "Contact Me".

See Industries, categories, app type.

Supported countries must be selected on submission.

See Supported countries, languages, app Version, and app release date.

1400.4 Offer information and support contacts

The offer Help Link and Support Link should not be identical, unless a single page covers all Help Link and Support Link requirements below.

- The Help Link should be a landing page on your website that provides help resources such as documentation, FAQs, step-by-step guides, webinars, and so on.
- The Support Link should be a distinct support page on your website, that includes contact options and documentation including defined service level agreements (SLAs). These should include at least two of the following options: email, phone number, live chat (if possible), and address.

See Help URL and Support URL.

The offer's Privacy Policy and Terms of Service links have the following requirements:

- The Privacy Policy must include DPO contact details for customer enquiries regarding data usage.

- The Terms of Service may be hosted on AppSource. If hosted on AppSource, they must be formatted in HTML.

See Privacy policy and terms of use.

The App Version field must be numeric and formatted as `x.x.x.x`. The version number must increment with every update and match the `app.json` manifest.

For more information see Supported countries, languages, app version, and app release date.

1400.5 Technical requirements

Offers must meet all of the requirements in the technical validation checklist.

1400.6 Business Central version functionality

Your add-on apps must function and your data must upgrade to the current version of Business Central Online. Add-on updates require recertification which must be submitted with sufficient lead time prior to a Business Central Online update release.

1420 Dynamics 365 apps on Dataverse and Power Apps

The policies listed in this section apply only to Dynamics 365 apps on Dataverse and Power Apps offers.

1420.1 Value proposition and offer requirements

Any feature changes between updates must be reflected in the marketing materials submitted to the Marketplace.

1420.2 Acquisition, pricing, and terms

Offers must be listed as either Free, Trial, Contact Me, or ISV app license management.

1420.3 Content requirements

The Offer Description field must be in plain text or simple HTML format and must include the full product name.

1420.4 Functionality

Any feature changes between updates must be re-certified when the offer is re-submitted. The entire solution package must be submitted with each update to ensure dependency issues are covered. The version number must be incremented with each update.

1420.5 Technical requirements

Offers must support:

- Dynamics 365 v9.1 or above
- Unified Client Interface (UCI) (Model Driven Apps only)

Offers must only use publicly available APIs.

Submitted packages must contain all required artifacts for publication on the Marketplace.

The end-to-end (E2E) functional document must be updated with functional scenarios and the user/admin journey.

Commercial marketplace offers must be recertified within six months of their last successful publish.

1420.6 Code validation

Canvas apps and Common Data Services solutions will have their code validated to check for the following:

- Static formula errors and warnings.
- Runtime errors (may occur once the app is opened in Run mode to view).
- Accessibility errors.

See App certification checklist.

1420.7 Deployment validation

Offers will be installed to a PowerApps Environment using Package Deployer to ensure that:

- Canvas apps successfully connect through provided connectors.

- All Common Data Service components (entities, web resources, plug-ins, and other components) are available.
- All associated components are properly removed upon uninstall.

See App certification checklist.

1420.8 Functionality validation

Offers should include the E2E functional document. Video links may be emailed as an alternative.

1420.9 Security validation

Apps will be checked for:

- Connections to external data sources or connections that require access. Proper connection details should be included in the E2E functional document.
- External connections out of PowerApps connectors.

Custom code provided inside Package Deployer will be validated before offer approval and checked for retrieval of customer data from the target environment.

1420.10 Sitemap validation

Published app customizations must not change or remove any out of box (OOB) site map.

1440 Dynamics 365 Operations Apps

The policies listed in this section apply only to Dynamics 365 Operations Apps offers.

See Requirements for publishing apps on AppSource.

1440.1 Content requirements

The following requirements must be met in the offer listing:

- The Offer Description field must be in HTML format and must include the full product name.
- The Contact Email and Phone Number fields must have valid, working values.
- The Storefront Details > App Choice field must be set to "Contact me".
- The CAR file must be uploaded using the Technical Info > Validation asset(s) field.

1440.2 Technical requirements

Offers must support the most current version of Dynamics 365.

Commercial marketplace offers must be recertified within six months of their last successful publish.

1440.3 Code validation

Offers must be validated to verify that custom code meets Microsoft guidelines.

Before submission, publishers must:

- Successfully create a CAR without any localization, accessibility, performance, or security issues.
- Publish a solution package with all the required artifacts to LCS and create a solution identifier (GUID) for the solution.

1440.4 Deployment validation

Offers must be validated to verify that a solution package can be successfully bundled and delivered in a Microsoft Dynamics 365 for Finance and Operations environment.

Before submission, publishers must:

- Reference best practice information in the Migrate and Create methodology section of LCS.
- Successfully deploy at least one Finance and Operations environment without any errors.
 - The environment configuration must be the same as the partner's reference environment.
 - Partner-supplied master and reference data must be able to be successfully pushed into the Finance and Operations environment without any errors.

1440.5 Functionality validation

During the functionality demonstration:

- A user must be able to sign in to the environment without any errors.
- Business transactions must be able to be completed as defined in the package scope without any errors.

3000 Requirements for Co-sell Status Tiers

The policies listed in this section apply only to offers pursuing Co-sell status.

Requirements are tiered: all 3000.1 Co-sell ready status requirements must be satisfied in order to be eligible for 3000.2 Azure IP co-sell incentive status.

3000.1 Co-sell ready status

Your offer must be listed on the commercial marketplace.

Your offer must include a complete set of collateral documents (bill of materials), including a solution/offer pitch deck and a solution/offer one-pager.

You must have a business profile in Partner Center.

Your offer must have a dedicated sales contact for each region (country or geographical area) in which you would like to be eligible to co-sell.

Services partners must have a gold competency in any competency class.

3000.2 Azure IP co-sell incentive status

Offers must be built on or built for Azure.

Azure Applications, Azure Containers, IoT Edge Modules, SaaS, and VMs must meet the following requirements:

- Your organization must meet or exceed \$100,000 USD of Azure consumed revenue over a trailing 12-month period, or your offer must have a cumulative marketplace billed revenue of \$100,000 USD.
- For SaaS offers: more than 50% of your offer's infrastructure must run on Azure.

3000.3 Azure IP Co-Sell Program Deal Registration

Referral eligibility for IP Co-sell for Azure requires having an incentive-eligible offer that meets the following requirements and registering the deal through Partner Center.

3000.3.1 Segmentation

Deals must be signed with an Enterprise or SMC-Corporate customer.

3000.3.2 Opportunity Age

The opportunity must be created by the partner (through Partner Center) or by Microsoft (through MSX) and, except for partner-led deals, shared before the contract sign date or marketplace transaction date.

3000.3.3 Solution Tagging

The Azure IP Co-Sell incentive tag must be added.

3000.3.4 Timeline

Completed deals must be registered within 60 days after signing.

3000.3.5 Contract Parameters

The input contract value must be based on the entirety of the contract, not the annualized value. The registered value of the offer should match the total contract value and currency agreed upon by you and your customer.

The deal must be at least \$25,000 USD in annual revenue, including your products, licenses, and IP solution related services, and should exclude any trial component, EA, and hardware components.

Start and end dates are required for the contract duration. If the contract term is 6 or more years or there is no defined term or end date, the perpetual partner license should be selected.

4000 Microsoft 365 Application Compliance

M365 Certification requirements can be found on the M365 App Compliance page. Most requirements must be met for successful certification. If you are interested in applying for M365 Certification, please contact appcert@microsoft.com. If any significant changes happen after you receive certification, the team must be notified of the changes.

Once certified, information on M365 Certification for your application is available at <https://aka.ms/appcertification> .

Next steps

Visit the commercial marketplace publishing guide.

[Return to the commercial marketplace policies and terms.](#)

Change history for commercial marketplace certification policies

Article • 05/16/2022 • 7 minutes to read

Change history

Date	Document version	Change description
May 20, 2022	1.33	400.x: Added requirements for Azure container offers. 100.11: Added security requirements for malware and scanning.
April 19, 2022	1.32	1100.1-4, 1120.13, 1220.x: Reorganized some Office and Outlook content into more logical locations 1420.2 Added <i>ISV app license management</i> as a valid Dynamics 365 offer listing type.
March 16, 2022	1.31	220.x: Network Virtual Appliances (NVAs), consistency edits and added two new policies for Multi-NIC basic and Network Disruption. 800.2.x: Dynamics 365, added specific publishing requirement subsections for Power BI, Power Apps, Power Automate, and Power Virtual Agents offers. 1400.1.5: Dynamics 365, updated character count limit.
February 4, 2022	1.30	1120.3: Clarified requirements to inform of support, or lack thereof, for Internet Explorer.
December 3, 2021	1.29	100.4: Clarified the percentage of total billing allowed for support services. 1000.1: Clarified SaaS value proposition and offer requirements. 1140.4.3: Expanded the requirements for bots. 1420: Renamed Dynamics 365 Customer Engagement and PowerApps to Dynamics 365 apps on Dataverse and Power Apps. 1440: Renamed Dynamics 365 for Operations to Dynamics 365 Operations Apps.

Date	Document version	Change description
November 5, 2021	1.28	<p>100.1: Separated into sub-groups for better clarity. Added more detailed expectations for successful certification.</p> <p>100.2: Added more detailed expectations for successful certification.</p> <p>100.3: Added more detailed expectations for successful certification.</p> <p>100.5: Added more detailed expectations for successful certification.</p> <p>100.8: Specifying the commercial marketplace.</p> <p>100.13: Minor addition to support more detailed expectations for successful certification.</p> <p>220: Added several new sections for Network Virtual Appliance certification.</p> <p>1140: Several minor updates primarily around version support and acceptable response times.</p>
October 12, 2021	1.27	<p>1140.4.6: Clarified meeting experience expectations.</p>
September 10, 2021	1.26	<p>100.1: Clarified active presence and public plan requirements.</p> <p>1120.3: Added Event Based Activation requirements.</p> <p>1140: Reorganized 1140.3 and updated financial transaction restrictions; moved 1140.5 Advertising to 1140.7; added new 1140.5 Teams apps linked to Software as a Service (SaaS) offers.</p> <p>1180.2: Substantial updates to accommodate moving Power BI Visuals to a standalone offer not part of the M365 family.</p>
August 6, 2021	1.25	<p>100.7: Adding clause to restrict resellers selling duplicate offers</p> <p>800.4: Clarifying agenda requirements</p> <p>1140: Reorganized and updated sections 1140.1 through 1140.4 of the Teams policies</p> <p>1400.3: Clarifying valid listing types for add-on apps</p> <p>3000.3: Adding Azure IP Co-Sell Program Deal Registration policies</p>

Date	Document version	Change description
May 7, 2021	1.24	<p>100: Updated preamble</p> <p>100.1: Added comparative marketing restriction, clarified active presence requirements, and moved hardware sales restriction to 100.4</p> <p>100.4: Added pricing model, hardware sales, and professional services sales restrictions</p> <p>100.8: Amendment for transactable offers</p> <p>700.4: Updated competency requirements</p> <p>1000.1: Clarifying criteria</p>
April 2, 2021	1.23	<p>800.2: Updated eligibility requirements for Dynamics 365 offers</p> <p>1000: Added new 1000.5 Microsoft 365 App and Add-In Linking policy.</p>
March 5, 2021	1.22	<p>100.4: Clarifying prohibition of professional services.</p> <p>200.3.1: Updated broken URL.</p> <p>1120.2: Removed outdated mention of Teams.</p> <p>1140.1: Removed outdated example.</p>
February 5, 2021	1.21	<p>100.1: Removing Markdown formatting requirement.</p> <p>800.2: Clarifying Azure eligibility requirement language.</p> <p>1100.7: Removing outdated reference to multiple versions of an add-in at different price points.</p> <p>3000: Several minor edits to clarify and standardize the language.</p>

Date	Document version	Change description
December 18, 2020	1.20	<p>800.2: Updated eligibility requirements in the Microsoft 365 section.</p> <p>1000.4: Added new public policy section.</p> <p>1140.6: Added Publisher Attestation requirement.</p> <p>3000.2/3000.3: Merged under 3000.2 - Incentive Eligibility Requirements.</p> <p>1420: Renamed Dynamics 365 CE to Dynamics 365 for Customer Engagement and Power Apps.</p> <p>1440: Renamed Dynamics 365 Ops to Dynamics 365 for Operations.</p>
November 13, 2020	1.19	<p>100: Clarified that an offer must conform to Commercial Marketplace policies.</p> <p>100.5: Removed the distinction between optional and required support links.</p> <p>800: Reconfigured eligibility requirements.</p> <p>1120.3: Added clarification on SSO requirements.</p> <p>3000.1: Updated business requirements.</p> <p>3000.2: Technical Validation for Co-sell eligibility.</p> <p>3000.3: Azure IP Co-sell Incentive eligibility requirements.</p>
October 27, 2020	1.18	1120.3: Updated requirements for Office add-ins using AppendOnSend feature.
October 12, 2020	1.17	1160.1: Replaced high trust model note with link to high trust permissions guidelines.
October 2, 2020	1.16	1000.3: Rewrote authentication requirements for clarity.

Date	Document version	Change description
September 11, 2020	1.15	<p>100.4: Added guidance on bundling support with transactable offers.</p> <p>100.5: Added lead destination requirement and documentation clarification.</p> <p>300.1: Added custom meter usage.</p> <p>700.2: Removed section (lead destination now covered by 100.5).</p> <p>800.6: Removed section (lead destination now covered by 100.5).</p> <p>1000.1: Added custom meter usage.</p> <p>1000.4: Removed section (lead destination now covered by 100.5).</p> <p>1100.1: Added a clarification about mandatory selection of additional purchase checkbox when offer has in-app purchases.</p> <p>1100.4: Removed note from predictable behavior section.</p> <p>1120.3: Added a note under Functionality.</p> <p>1180.2: Added context menu requirement.</p> <p>1240: Changed title.</p> <p>1400.4: Removed section (lead destination now covered by 100.5).</p> <p>1420.3: Removed section (lead destination now covered by 100.5).</p> <p>1440.1: Removed section (lead destination now covered by 100.5).</p>

Date	Document version	Change description
August 14, 2020	1.14	<p>1100: Rebranding from Office 365 to Microsoft 365.</p> <p>1100.1: Removed title naming restriction.</p> <p>1100.4: Removed unnecessary performance clause, removed outdated compatibility requirement, added testing environment information, added Single Sign-On requirements.</p> <p>1100.5: Added informational link.</p> <p>1120.1: Added Office.js location URL.</p> <p>1120.2: Corrected outdated terminology.</p> <p>1120.3: Updated design requirements.</p> <p>1140.1: Added name guidelines.</p> <p>1140.4: Added link to design guidelines.</p> <p>1160: Renaming to SharePoint add-in.</p> <p>1160.1: Added note that High Trust Model add-ins are no longer accepted, removed outdated requirements.</p> <p>1160.2: Added modern and classic SharePoint experience requirements.</p> <p>1180.2: Added data type testing information.</p> <p>1200.1: Renamed to Certification requirements.</p> <p>1200.3: Moved to 1200.1.5.</p> <p>1220.4: Clarified test notes requirements.</p> <p>4000.x: Added Microsoft 365 Application Compliance section.</p>
July 28, 2020	1.13	Updated 1000.3 single sign-on requirements.

Date	Document version	Change description
June 26, 2020	1.12	Updated 100.1 to disallow hardware sales.
		Updated customer lead requirement language in 700.2.
		Added 800.6 for customer lead requirement.
		Added 1000.4 for customer lead requirement.
		Moved 1160.3 SharePoint Framework Solutions to 1170 and expanded policies.
		Added 1200.2 to allow duplicate offers in specific circumstances.
		Added 1200.3 to specify that updates must be certified.
		Updated customer lead requirement language in 1400.4.
		Added 1400.6 Business Central version functionality.
		Added customer lead requirement to 1420.3.
		Added recertification requirement to 1420.5.
		Updated customer lead requirement language in 1440.1.
		Added recertification requirement to 1440.2.

Date	Document version	Change description
June 5, 2020	1.11	<p>Updated 100.1 to clarify that requirements apply to offers and any plans that are part of an offer.</p> <p>Updated 100.5 to clarify which information is required and to require that links use HTTPS.</p> <p>Added 600 IoT Edge Modules.</p> <p>Removed 1140.2, unnecessary after the update to 100.5.</p> <p>Updated 1400.1.5 to reflect the change from HTML to Rich Text in the description.</p> <p>Updated 1400.4 to adjust for 100.5 required info update and added missing hyperlink.</p> <p>Updated 1420.3 to adjust for 100.5 required info update.</p> <p>Updated 1440.1 to adjust for 100.5 required info update.</p> <p>Added 1160.3 SharePoint Framework Solutions to 1160 SharePoint.</p>
May 1, 2020	1.10	<p>Updated 1140.1 to allow group bonding apps in Teams.</p> <p>Added 1140.5 disallowing advertising in Teams apps.</p>
April 10, 2020	1.09	<p>Added 1240.x Power BI Service Apps.</p>
March 27, 2020	1.08	<p>Slight change to currency text in 100.4.</p> <p>Substantially reworked 800.x Consulting Services.</p>

Date	Document version	Change description
March 6, 2020	1.07	<p>Added 220.x Network Virtual Appliances.</p> <p>100.1: Added active presence clause.</p> <p>100.2: Renamed.</p> <p>100.3: Added requirement that graphic elements be current.</p> <p>100.4: Added extra charge and dependencies clause; updated API language; added upselling and cross-promotion restrictions; removed duplicative legal disclaimer.</p> <p>100.5: Added documentation requirement.</p> <p>100.8: Clarified quality requirements; incorporated former 100.9.</p> <p>100.11: Clarified other executable code restriction; added security event reporting requirement.</p> <p>100.13: Removed outdated language.</p> <p>100.14: Simplified language.</p> <p>200.2: Removed dependencies clause now covered by 100.4.</p> <p>1000.1: Updated with more specific requirements.</p> <p>1000.3: Retitled; clarified SSO language; removed call to action validation.</p> <p>1100.1: Moved dependencies clause to 100.4.</p> <p>1220.3: Removed outdated requirement.</p>
February 6, 2020	1.06	<p>Added 200.x Virtual Machines.</p>

Date	Document version	Change description
December 27, 2019	1.05	<p>Updated 1120.3 to reformat and add <code>ItemSend</code> event restriction.</p> <p>Updated 1140.3 to correct typo.</p> <p>Updated 1140.4 with bot welcome message requirement and removing Windows Phone support requirement.</p> <p>Added 1220.4.</p> <p>Updated 1420.2 to remove test drive requirement.</p> <p>Updated 1440.1 to remove HTML requirement.</p>
November 8, 2019	1.04	<p>Added non-comparison language requirement and updating non-English content requirement in 100.1.</p> <p>Updated link for 100.7.</p> <p>Added 300.x Azure Applications.</p> <p>Corrected terminology in 1100.3.</p> <p>Added exceptions to 1140.3.</p> <p>Added hyperlink to 1180.1.</p>
September 20, 2019	1.03	<p>Removed "custom" from 1180.x PowerBI custom visuals and 1200.x PowerBI custom visuals in additional certification.</p> <p>Updated terminology on change history page.</p>

Date	Document version	Change description
August 16, 2019	1.02	<p data-bbox="594 210 1279 237">Updated to "Microsoft commercial marketplace" terminology.</p> <p data-bbox="594 285 1357 390">Updated 100.1, 100.3, 100.4, 100.8, 100.9, 100.10, 100.11, 100.12, and 100.13, and added 100.14 to incorporate additions from Office 365 policy integration and minor changes for consistency.</p> <p data-bbox="594 438 943 466">Added 700.x Managed Services.</p> <p data-bbox="594 514 1308 541">Updated 800.4, 800.5, and removed 800.6 in Consulting Services.</p> <p data-bbox="594 590 1377 653">Updated 1000.3 SaaS Acquisition, Pricing, and Terms to clarify SSO and Call to Action requirements.</p> <p data-bbox="594 701 867 728">Added 1100.x Office 365.</p> <p data-bbox="594 777 915 804">Added 1120.x Office Add-Ins.</p> <p data-bbox="594 852 821 879">Added 1140.x Teams.</p> <p data-bbox="594 928 873 955">Added 1160.x SharePoint.</p> <p data-bbox="594 1003 1024 1031">Added 1180.x Power BI Custom Visuals.</p> <p data-bbox="594 1079 1289 1106">Added 1200.x Power BI Custom Visuals Additional Certification.</p> <p data-bbox="594 1155 808 1182">Added 1220.x Excel.</p> <p data-bbox="594 1230 1094 1257">Added 1400.x Dynamics 365 Business Central.</p> <p data-bbox="594 1306 943 1333">Added 1420.x Dynamics 365 CE.</p> <p data-bbox="594 1381 1040 1409">Added 1440.x Dynamics 365 FinanceOps.</p> <p data-bbox="594 1457 938 1484">Added 3000.x Co-Sell Solutions.</p>

Date	Document version	Change description
April 26, 2019	1.01	<p>Updated numbering for all existing items to reflect updated schema.</p> <p>Updated 100.1 for readability and to add Useful Link info for non-English content.</p> <p>Updated 100.2 for readability.</p> <p>Updated 100.3 for grammatical errors.</p> <p>Updated 100.5 for readability.</p> <p>Updated 100.6 for readability.</p> <p>Renumbered 20.1 through 20.5 to 100.8 through 100.12 to consolidate all General policies.</p> <p>Added 100.13 to cover general business requirements.</p> <p>Added 800-800.6 Consulting Services policies.</p> <p>Added 1000-1000.3 SaaS policies.</p>

Next steps

- See the commercial marketplace certification policies.
- Visit the commercial marketplace publishing guide.

Microsoft AppSource and Azure Marketplace review policies

Article • 09/07/2020 • 2 minutes to read

The rating and review policies for Microsoft AppSource and Azure Marketplace are listed here.

- In AppSource and Azure Marketplace reviews, Microsoft will not tolerate the following behaviors or content:
 - Bot/cyber-attacks
 - Privacy compliance violations
 - Spam content
 - Scam content
 - Offensive content: obscene, profane, or offensive language or gestures
 - Illegal content
 - Abusive, hateful, or threatening content
 - Defamatory content
 - Repeated submissions of the same or similar content
 - Advertising, including promotion of other apps and services
- Microsoft reserves the right to remove review-related content submitted by a user for any reason.
- Microsoft reserves the right to block a user from submitting review-related content for any reason.
- Publishers will receive no notification on the removal of review-related content related to their applications.
- Users will receive no notification on the removal of review-related content submitted by them.
- Microsoft is not obligated to provide an explanation relating to the removal of review-related content.
- Microsoft will not honor requests to restore removed review-related content.

Review guidelines for customers

- Do not submit content that could be in violation of the AppSource and Azure Marketplace review policy.

- Do not include personally identifiable information (PII) such as email address, physical address, telephone numbers and etc.
- Ensure that your review is clear, readable, and informative.
- Ensure that viewpoints expressed in your review are balanced and neutral.
- Remember that you are posting in a public forum and act accordingly.

Microsoft Publisher Agreement

CORRECTED 8.0 October 2022 update

Article • 09/21/2022 • 61 minutes to read

Version: 8.0 October 2022 update

Effective date: October 22, 2022 Review our change log.

Thank you for your interest in Listing an Offer on the Commercial Marketplace. This Publisher Agreement ("**Agreement**") governs the relationship between you ("**Publisher**," "**you**," or "**your**") and Microsoft Corporation ("**Microsoft**," "**we**," "**us**" or "**our**") with respect to publishing Listings and making available your Offers on our Commercial Marketplace, along with any use of Partner Center for such purposes.

By publishing (or attempting to publish) a Listing for your Offer in the Commercial Marketplace or using features of Partner Center related to publication on the Commercial Marketplace, you agree to the terms of this Agreement. Microsoft may update this Agreement at any time and will notify you of such changes in Partner Center. By continuing to use your Publisher Account or maintaining your Listing in the Commercial Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your Listings from the Commercial Marketplace and close your Publisher Account.

This Agreement contains terms applicable to the Commercial Marketplace, and the Addenda contains terms for specific Offers, go to market channels, and programs. The Addenda may contain additional or different terms from the body of this Agreement, and in such case, the Addenda will control.

The Agreement consists of:

- the Terms and Conditions;
- Addendum A -- Terms and Conditions Applicable to Specific Offer Types;
- Addendum B -- Terms and Conditions Applicable to Availability of Offers through Microsoft indirect channels and in Reseller Countries and Regions;
- Addendum C -- Terms and Conditions applicable to the Microsoft 365 Certification Program;
- Addendum D -- Commercial Benefits Program; and
- the provisions in any documents or online resources referenced in other parts of this Agreement, including Documentation.

TERMS AND CONDITIONS

1. PUBLISHER ACCOUNT

To publish a Listing and make available Offers in the Commercial Marketplace, you must open a Publisher Account through Partner Center and provide all information required by Microsoft to approve you as a Publisher. Microsoft may use your contact information provided for the Microsoft Partner Network to send you information regarding announcements, programs, updates, and the like for your Publisher Account. You agree that Microsoft may display the contact information (including email address) that you provide us in the Commercial Marketplace for Customer support and transactional purposes. You are responsible for all activity that takes place with your Publisher Account. If you fail to keep your Publisher Account in good standing, Microsoft may revoke your Publisher Account, remove your Listings from the Commercial Marketplace, delete Offer ratings and reviews, retain associated fees (if any), and pursue any other remedies available to Microsoft.

2. PUBLISHING A LISTING FOR YOUR OFFER

(a) **Publishing.** You must submit to Microsoft each Offer that you wish to List, including any Offer Assets and updates. You are solely responsible and liable for the Offer, including all delivery and support. Microsoft may retain copies of the Offer Assets and any other materials you submit with your Offer. Microsoft will not return them, so you must maintain your own backup copies.

(b) **Updates to Offers.** To the extent you make available updates to Offers, those updates are subject to the requirements of this Agreement.

(c) **Certification.** Each Offer is subject to Certification before the Listing for such Offer is published in the Commercial Marketplace. Certification and post-publication assurances, described below, may include Microsoft scanning submitted Offers for identification of security vulnerabilities. Microsoft's Certification of an Offer does not constitute any representation or acknowledgment by Microsoft that the Offer complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability for the Offer.

(d) **Post Publication Assurances.** Once published in the Commercial Marketplace, Microsoft may periodically test and evaluate your Offer to verify that it continues to comply with this Agreement and Documentation. Microsoft may also modify your Listing solely to correct obvious spelling, grammatical or typographical errors.

(e) Removing a Listing. If you wish to remove your Listing, you may do so via your Publisher Account in Microsoft Partner Center. Microsoft will remove the Listing from the applicable Commercial Marketplace and cease making the affected Listing for your Offer available through the Commercial Marketplace.

(f) Microsoft Removal and Disablement Policies. Microsoft may remove or suspend the availability of any Listing for your Offers from the Commercial Marketplace for: (i) your breach of this Agreement (including Documentation); (ii) your termination of this Agreement or of any of the license grants to Microsoft associated with an Offer; (iii) an assertion or claim that your Offer infringes the intellectual property rights of a third party in accordance with our Notice and Takedown process for services [☐](#); (iv) complaint(s) about the content or quality of your Offer; or (v) an allegation of or your violation of any applicable law, regulation, or regulatory guideline. Microsoft also may disable your Offer if: (A) Microsoft determines that the Offer causes harm to Customers or their devices, third parties (including any Covered Parties) or any network; (B) pursuant to a request or instruction from a Customer; or (C) to comply with any judicial order, or government law, regulation, or order.

(g) Infringement Claims. If you believe another Offer or third-party content in the Commercial Marketplace violates your rights, you may submit a claim to Microsoft in accordance with our Notice and Takedown process for services [☐](#). If Microsoft refers a claim to you, you will promptly respond and comply with any requirements in the Notice and Takedown process.

(h) Offer Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Offers anywhere in the Commercial Marketplace, except as may be otherwise agreed between you and Microsoft.

(i) Offer Rankings and Ratings. The Commercial Marketplace may allow Customers to comment on and rate Offers and display such comments and ratings on your Offer, including comments and ratings sourced from third parties. Microsoft may make rankings, ratings, or comments publicly available. Microsoft may use those ratings and other data to determine the placement or marketing of Offers in the Commercial Marketplace. You may not attempt to manipulate rankings, ratings or comments for your Offer or any other Offer. Microsoft may remove any rankings, ratings, or comments at its sole discretion and for any reason.

(j) Modification or Discontinuance. The Commercial Marketplace and Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Commercial Marketplace or Partner Center at any time.

3. LICENSES

(a) Grant of Rights to Microsoft. You do not transfer ownership of any Offer or Offer Asset by submitting them to Microsoft to publish a Listing. By submitting an Offer and Offer Assets to create your Listing, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Microsoft, the worldwide, limited, non-exclusive right to: (i) host, install, reproduce, publicly perform and display via any digital transmission technology, your Offer Assets, solely as necessary to operate the Commercial Marketplace, display and manage your Offers, and make available your Offers to Customers; and (ii) access, distribute, and use your Offer solely as necessary to Certify such Offer and as otherwise required by Microsoft to make available your Offer to Customers.

(b) Third-Party Rights/Open-Source Licenses. Your Offer and Offer Assets must not infringe or misappropriate any intellectual property or personal right of any third party. If you license any portion of your Offer from a third party or under any open-source license, you are solely responsible for compliance with those license terms and conditions and ensuring that Microsoft, in its capacity as your agent or commissionaire, has the necessary rights to perform its obligations to you under this Agreement. You are, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances, and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through your Offer), and for undertaking all related reporting obligations.

(c) Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Covered Parties the right to use, reproduce, display, publicly perform and publish your entity name and Offer Assets, in connection with the marketing of the Offer through the Commercial Marketplace and Microsoft and Microsoft Affiliate websites, products, and services related to the Commercial Marketplace. You are the sole owner of your entity name, Offer Assets, and associated goodwill, and the sole beneficiary of the goodwill associated with Microsoft's use of your entity name and Offer Assets. Microsoft will not acquire any right, title, or interest in your entity name and Offer Assets because of its use of them. Microsoft hereby assigns and will assign in the future any rights it may acquire in your entity name or Offer Assets as a result of its use of them under this license, along with the associated goodwill.

(d) Customer Contracts. You, not Microsoft, will license or grant any necessary use rights to your Offers to Customers. You may provide your own contract terms, consistent with any obligations under this Agreement, or you may elect to govern Customers' use of your Offer with the Microsoft Standard Contract (available [here](#)). If you do not provide your own contract terms (or, if you elect to use the Standard Contract), then the

Standard Contract terms will apply between you and Customers. Any contract terms are between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no right or license to your Offers through the operation of the Commercial Marketplace or through enabling you to provide Offers through the Commercial Marketplace.

(e) License to Microsoft Marks. While you have a Listing, Microsoft grants you a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license to use the Microsoft Marks in connection with advertising for your Offer, solely as described in the Microsoft Marketing Guidelines [☞](#) and in compliance with the General Microsoft Trademark and Brand Guidelines [☞](#). You will correct any misuse of Microsoft Marks upon Microsoft's notice and will cease using Microsoft Marks if you fail to correct such misuse. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title, or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

(f) Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party's intellectual property. Each party reserves all rights not expressly granted in this Agreement.

4. OFFER REQUIREMENTS

(a) General Requirements. Your Offer and Offer Assets must comply with this Agreement and the Documentation.

(b) Local Law. The Offer, Offer Assets, and your marketing of the Offer must comply with the applicable laws of each territory or country in which you elect to make the Offer available. This includes applicable: (i) Data Protection Law, including laws related to Biometric Data; (ii) telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Offer; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Offer, you must provide those in the Offer description field (unless they

are provided elsewhere in your Listing). If your Offer processes Biometric Data, you are responsible for: (i) providing notice to data subjects, including with respect to the purpose for processing and how long you will retain the Biometric Data; (ii) obtaining consent from data subjects to collect, process, or disclose the Biometric Data, as applicable; and (iii) permanently deleting the Biometric Data when the purpose for collecting or processing it has expired. The Commercial Marketplace product description pages may include your full contact information and information about in-Offer purchases available in an Offer. You must make such notices sufficiently prominent as is required by local law. You must disclose to Microsoft any controlled technology employed, used or supported by your Offer that may impose any legal obligations or requirements on Microsoft. You must inform Microsoft of such legal obligations and requirements, and take any action if necessary for Microsoft to comply with its legal obligations. You may not use the Commercial Marketplace or any services or tools made available for the development of Offers for, or to permit others to carry out, any illegal activity or breach of contract.

(c) Support. Microsoft is not responsible for providing support for your Offers. You must provide to Microsoft current technical and billing support contacts via e-mail and phone for when Microsoft receives technical or billing questions from Customers about your Offer. You will use best efforts to respond to any inquiry received by Microsoft about your Offer. You will ensure that any support options described in your Listing remain available to Customers for as long as the relevant Offer is available on the Commercial Marketplace and/or to Customers.

5. ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

(a) Appointment of Microsoft.

(i) You acknowledge that you, not Microsoft, are the distributor of Offers acquired through the Commercial Marketplace. You appoint Microsoft as your agent or commissionaire, as applicable, for the purpose of facilitating Customer purchases through the Commercial Marketplace. In this role, you acknowledge that: (A) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any of your Offers through the Commercial Marketplace; (B) Microsoft's services to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of your Offers; and (C) Microsoft will make payments to you in accordance with this Section 5. You grant Microsoft the right to appoint any Covered Parties (solely as required to administer value-added tax ("VAT") obligations and for collection and payout of applicable fees made under this Agreement) as sub-agents and also grant any Covered Party appointed by

Microsoft the right to appoint other Covered Parties as sub-agents.

(ii) For any transactions that involve a purchase of your Offer by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in Australia for such purchase, to Microsoft Regional Sales Pte. Ltd., located at 182 Cecil Street, #13-01, Frasers Tower, Singapore 069547 ("**MRS**"), or Microsoft Pty Ltd, located at Denison St., North Sydney, New South Wales, 2060 Australia ("**MPL**"). You and MRS or MPL (as the case may be) agree for purposes of Section 84-60 of A New Tax System (Goods and Services Tax) Act 1999 (the "**AU GST Act**"): (A) Section 84-55 of the AU GST Act applies to sales of your Offers made available by you through the Commercial Marketplace as if such sales were an inbound intangible consumer supply; and (B) for the purposes of the AU GST Act, MRS or MPL (as the case may be) is treated as the supplier of and as making the supply for consideration for which it was made.

(iii) For any transactions that involve a purchase of your Offer by a New Zealand Customer (as determined by Microsoft), where Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand for such purchase, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("**MSNZ**"), you understand and agree to such assignment. You and MSNZ agree: (A) for the purposes of Section 60(1AB) of the Goods and Services Tax Act 1985 ("**NZ GST Act**") MSNZ, and not you, are treated as making the supply of your Offer to Customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (B) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your Offer to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (1) a supply of goods and services from you to MSNZ; and (2) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply.

(iv) Microsoft acts as a reseller, rather than your agent, in making your Offers available in the Commercial Marketplace in the country(ies) enumerated at: Tax details for commercial marketplace publishers², and as further described in Section 2 of Addendum B.

(b) Offer Pricing. When you submit a transactable Offer for publication, you will designate the price (if any) to be charged to Customers for use of your Offer. The publishing portal may direct you to designate prices for different Offer SKUs, geographies, currencies, or other aspects of your Offer. Microsoft will convert the prices from the currency a Customer pays with to your elected payment currency at the exchange rate we make available to you, as described in Geographic Availability and Currency Support. If you wish to set a different price for a market from Microsoft's exchange rate price, you may change the price for that market. Microsoft may change its supported currencies or the default currencies for certain markets after providing you 30 days' notice of any such changes.

(c) Publisher Net Revenue. Amounts payable to you will be based on the Publisher Net Receipts minus the applicable Store Service Fee. The applicable Store Service Fee, which will be charged by Microsoft, or in Microsoft's sole discretion, by a Microsoft Affiliate, is provided at Commercial Marketplace Fees [↗](#). Microsoft will provide no less than 90 days' notice prior to an increase to the Store Service Fee. For clarity, Publisher Net Revenue only applies to Offers purchased directly through the Commercial Marketplace and excludes purchases outside of the Commercial Marketplace. We will include a transaction report along with payments made to you hereunder that reflects the calculation of Publisher Net Revenue and the number of purchased Offers used or downloaded by Customers during the relevant payment period, as applicable.

(d) Payment to Publishers. We will pay you applicable Publisher Net Revenues within each payment period, as specified at Payout Schedules and Processes [↗](#).

(e) Payment Processing. Microsoft will pay you Publisher Net Revenues in accordance with Microsoft's then-current payment policies and in the manner you indicate during the Publisher Account setup, which may include checks payable to you and sent via U.S. mail or ACH electronic payment to a financial institution that you designate. You must provide Microsoft (or our third-party payment processor) with all financial, tax, and banking information requested so that we can pay you under this Agreement. Your failure to keep such information current and accurate may result in Microsoft's removal of your Offer from the Commercial Marketplace and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for your Offer when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to the Offer. Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then-current conversion rates for United States Dollars ("USD"). The amount you receive will depend on the rates and fees imposed by your financial institution and on any

applicable tax withholding requirements, and will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft.

(f) Refund, Reconciliation, and Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Offer, including the full refund and chargeback amounts paid or credited to Customers. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. Refunds and chargebacks processed after you receive the payments will be debited against your account. If Microsoft is unable to collect payments from the Customer, Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. For clarity, if Microsoft pays you Publisher Net Revenue in advance of receiving such payment from the Customer, and the Customer does not pay Microsoft, Microsoft may offset any such amounts paid and request a refund of any such prepaid amounts from you.

(g) Payments Post Removal or Suspension. Microsoft will pay you the amounts owed (if any) that accrued before removal or suspension of your Offer unless your Offer is removed or suspended in accordance with Section 1 or Section 2(f) of this Agreement. Microsoft's termination and suspension rights are without prejudice to any other rights and remedies available to Microsoft.

(h) Taxes on Payments. You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any Store Service Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you: (i) hereby represent and warrant that your services are not provided in the U.S.; or (ii) must notify Microsoft via e-mail to us_services_notify@microsoft.com that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and, as required and solely to the extent within Microsoft's ability, as determined in its sole discretion, to obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Offer, the amount to be paid by Microsoft to you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit

paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (A) are required to be registered for Australian Goods Services Tax ("AU GST"); (B) must provide Microsoft with your Australian Business Number; and (C) must affirm that you are AU GST registered when setting up your Publisher Account. If you are located in New Zealand and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (1) are required to be registered for New Zealand Goods and Services Tax ("NZ GST"); and (2) must affirm that you are NZ GST registered when setting up your Publisher Account.

(i) **Taxes on Offer Transactions.** Each of your and Microsoft's responsibilities for calculating, charging, collecting and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are available at Tax details for Microsoft commercial marketplace [↗](#). Microsoft makes no warranties that Microsoft's or its Covered Parties' actions will completely satisfy your obligations in applicable countries. You are solely responsible for: (i) determining whether you have any tax obligations in any country, and (ii) appropriately identifying the content type for, and providing accurate information to Microsoft with respect to, any content you offer or sell from within your Offer. Microsoft is not responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your Offer. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, including the authorization of Microsoft to grant Customers the ability to contact you to obtain any required tax invoices.

The following paragraph shall govern any Offer transaction with Customers located in the U.S. and solely to the extent of any conflict with any other provision in this Agreement. With respect to those U.S. jurisdictions where applicable tax law requires or permits Microsoft to calculate, report and/or remit sales and use, gross receipts (in the nature of a sales tax and not in lieu of an income tax), excise tax or similar transaction taxes and fees (for the avoidance of doubt, excluding telecommunications taxes and/or fees) as a marketplace facilitator, marketplace provider, marketplace operator, agent or other similar person (such taxes to be referred to as "**Marketplace Facilitator Taxes**" and such persons to be referred to as "**Marketplace Facilitators**"), Microsoft shall determine whether any Marketplace Facilitator Taxes apply to any Offer transaction, provide Customers with appropriate tax documentation evidencing the Offer transaction, collect such Marketplace Facilitator Taxes from Customers, remit such Marketplace Facilitator Taxes to the applicable governmental authority, and report any required information related to such Marketplace Facilitator Taxes to the applicable governmental authority.

Microsoft shall have sole discretion to manage and resolve (including settlement) any examination, audit, inquiry, assessment, claim or otherwise regarding Marketplace Facilitator Taxes; provided, however, that you shall remain liable for any amount assessed as a result of incorrect and/or incomplete information received by Microsoft from you with respect to your Offer and/or due to an error by you. If you are notified or otherwise become aware of an assessment, or potential assessment and/or are audited by a taxing authority, you shall notify Microsoft within 30 days of such knowledge/receipt, consult with Microsoft to resolve such issues and accept all comments/edits to submissions to a taxing authority provided in writing from Microsoft. With respect to all other U.S. jurisdictions, you are responsible for any and all reporting and remittance of any such taxes associated with your Offer(s), and each of your and Microsoft's responsibilities for any taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are as set out at Tax details [↗](#) for Microsoft commercial marketplace. You shall have sole discretion to manage and resolve (including settlement) any examination, audit, inquiry, assessment, claim or otherwise regarding such taxes, and you shall provide Microsoft notice of such event and the outcome to the extent it may impact Microsoft's liability regarding the Commercial Marketplace.

If you use a third-party payment processor for transactions in your Offer, or your Offer provides payment processing services, you are responsible for calculating, charging, collecting, and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions and payments and communicating any applicable tax requirements to Customers necessary for them to meet their tax obligations.

6. WARRANTIES

You represent and warrant to Microsoft that:

- (a) you have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement;
- (b) if you are a business or other legal entity, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement;
- (c) your Offer and Offer Assets, together with all advertising or other materials accessible from or that provide access to your Offer comply with and will continue to comply with all requirements of this Agreement;

- (d) if you are registered as a Microsoft partner, your performance under this Agreement will comply with the Microsoft Partner Code of Conduct²;
- (e) the Listing, distribution, and monetization of your Offer in the Commercial Marketplace does not and will not violate any agreements to which you are a party or of which you are otherwise aware. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your Offer available in the Commercial Marketplace in compliance with this Agreement and for your Offer to access any Internet-based or Microsoft-provided services, if any, to which the Offer enables access; and
- (f) the information you provide to Microsoft under or in connection with this Agreement is true, accurate, current, and complete.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND DATA PROTECTION

(a) **Confidentiality.** Information shared under this Agreement is subject to our existing Non-Disclosure Agreement ("NDA"). If no NDA exists, then during the term of this Agreement and for 5 years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor performing services on behalf of the recipient, and only subject to confidentiality terms as protective as this section). This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

(b) **Privacy.**

(i) **Disclosure of Information.** Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Covered Parties and other parties that help Microsoft administer this Agreement. Where required for Microsoft's license administration, incentive program participation, or financial settlement, you will provide the following additional information about transactions with Customers to Microsoft: Customer name and address and system where the Offer is being installed (i.e., Tenant ID and location).

(ii) **Privacy Policy.** You must maintain a privacy policy if: (A) your Offer accesses, collects or transmits any Personal Data to you or a third party; or (B) is otherwise required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers).

(iii) **Contacting Customers.** Microsoft may share Customer contact information


with you, which may include Personal Data. The Customer contact information and Personal Data we provide you must be used solely for transactional purposes or to respond to a Customer inquiry about your Offers that are available in the Commercial Marketplace and in accordance with Data Protection Law. You may not use the Customer contact details we provide to direct Customers to purchase your Offer on competing marketplaces. You are responsible for obtaining Customer's consent for any other use, including for marketing purposes, of Customer contact information or Customer Personal Data obtained from Microsoft, and Microsoft will not be responsible or liable for such other use.

(iv) Roles. With respect to the Personal Data collected from Customers, you and Microsoft agree that you and Microsoft are not joint controllers, as defined in the GDPR, of the Personal Data that each independently Processes. Microsoft is an independent controller for such purposes and you are an independent controller or a processor to an entity other than Microsoft as applicable based on your relationship established with Customers.

(c) Compliance with Data Protection Law. Each party will comply with the obligations imposed on it under all applicable Data Protection Law.

(d) Security. Your Offers, network, operating systems and the software of your servers, databases, and computer systems must use reasonable security measures to protect Customer information. Your Offer must not jeopardize or compromise user security, the security of the Commercial Marketplace, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Listing.

(i) Security Standards. If your Offer collects credit card information or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard ("PCI DSS").

(ii) Security Incidents. You must report known security incidents and vulnerabilities of your Offers at the earliest opportunity by using the following notification  process.

8. REPORTING

Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting capabilities available to you through

Partner Center will provide aggregate information relating to your Offer downloads and Offer transactions and Microsoft's payments to you under this Agreement.

9. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

(a) DISCLAIMER OF WARRANTY. WE PROVIDE THE COMMERCIAL MARKETPLACE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE COMMERCIAL MARKETPLACE AND PARTNER CENTER.

MICROSOFT MAKES NO WARRANTIES RELATED TO ANY PROGRAMS OFFERED IN CONNECTION WITH OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE COMMERCIAL MARKETPLACE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

(b) LIMITATION OF LIABILITY. EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d), TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR FROM INTERRUPTION OF BUSINESS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

(c) DAMAGES CAP. EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d); A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, OR DATA PROTECTION OBLIGATIONS; A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOUR LIABILITY OR THE COVERED PARTIES' AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE GREATER OF: (i) THE TOTAL AMOUNTS YOU RECEIVED OR WERE DUE TO RECEIVE UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS; OR (ii) FIVE THOUSAND (\$5,000) USD.

(d) Indemnity. You will defend, indemnify and hold harmless Covered Parties, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your Offer or Offer Assets infringe any proprietary or personal right of a third party; (ii) arising from your breach of this Agreement, (iii) relating to the functionality of, the use of, or the inability to use the Offer, including any claims of product liability or misleading advertising related to the Offer or Offer Assets; or (iv) by any tax authority alleging nonpayment, underpayment, or failure to collect and remit any applicable sales, use, goods and services, value-added or other similar tax (including any associated penalties and interest), except to the extent such claims arise from Microsoft's obligations under this Agreement to collect and remit such taxes under applicable law. The Covered Party will: (A) promptly notify you of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will: (1) reimburse the Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance; and (2) permit the Covered Party, through mutually acceptable counsel, to participate in the defense of such claims. You will not make any settlement or compromise of a claim or admit or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 9.

10. TERM AND TERMINATION

(a) Termination for Convenience. This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.

(b) Effect of Termination. Within 30 days of either party's notice of termination of the Agreement, Microsoft will remove all Listings for your Offers from the Commercial Marketplace, notify existing Customers that the Offer has been removed and may not be used after the Wind-Down Period specified in 10(c), and for Microsoft billed transactions, stop billing Customers for your Offers after the Wind-Down Period. We reserve the right to remove your Offers on an expedited basis if we terminate this Agreement for material breach.

(c) Wind-Down Period. If an Offer is removed, we will continue to bill for usage for 90 days ("**Wind-Down Period**") unless we terminate billing earlier as required by law, to prevent fraud, or to protect Customers. You must continue to provide any services that

are part of your Offer to each existing Customer during the Wind-Down Period. You are responsible for terminating any Customer access after the Wind-Down Period.

11. MISCELLANEOUS

(a) Notices.

(i) All notices that you provide to Microsoft under this Agreement must be sent through Partner Center using this link [↗](#).

(ii) (ii) For notices to you under this Agreement, you will identify an individual through Partner Center to serve as the primary contact for Partner Center notices and messages. This contact will receive all notices unless you change such contact information through Partner Center.

(b) **Assignment.** Microsoft may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you to a Microsoft Affiliate. Microsoft may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

(c) **Sublicensing and Subcontractors.** Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Microsoft will remain obligated under this Agreement for the performance of such third parties excepting any assumption of responsibility for the administration of any sales, use, goods and services, value-added or other similar tax.

(d) **URLs.** URLs referenced in this Agreement also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs.

(e) **Choice of Law and Venue.** This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts. In any action or suit related to this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees.

(f) **Miscellaneous.** A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce

any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or partners, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies. This is the entire Agreement between you and Microsoft in connection with your Listings and Offers on the Commercial Marketplace supersedes any prior agreements. If a court holds that Microsoft cannot enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

12. DEFINITIONS

(a) **"Affiliate"** means any legal entity that owns, is owned by, or is commonly owned with a party. **"Own"** means more than 50% ownership or the right to direct the management of the entity.

(b) **"Biometric Data"** means data that is or could be characterized as biometric data under applicable Data Protection Law.

(c) **"Certification"** means Microsoft's process for testing the compliance of Offers with the applicable Certification Requirements. An Offer is **"Certified"** when: (i) Microsoft (or Microsoft's designated certification provider) confirms that the Offer has completed and passed the Certification Requirements; and (ii) the Offer is packaged and signed with a Microsoft-issued certificate for those categories of Offers in which Microsoft makes available such Microsoft-issued certificates. For clarity, the Microsoft 365 Certification Program is an additional certification process, as set forth in Addendum C.

(d) **"Certification Requirements"** means the technical, functional, content, and other policy requirements provided by Microsoft, including the Commercial Marketplace certification policies [\[link\]](#).

(e) **"Commercial Marketplace"** means any sales or distribution channel through which you, as a seller of record and not through a reseller, make available content substantially similar to your Offer with similar license terms (e.g., consumption or metered billing, or subscriptions), including direct sales through your own website.

(f) **"Confidential Information"** means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be

treated as confidential. Confidential Information does not include information that is: (i) known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

(g) **"Covered Parties"** means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners as described in Addendum B, and network operators that provide billing services for the Commercial Marketplace.

(h) **"Customer"** means an end user who seeks or acquires a right to use or redistribute your Offer.

(i) **"Data Protection Law"** means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(j) **"Documentation"** means the Certification Requirements and such other Commercial Marketplace or Microsoft Partner Network materials, and information Microsoft makes available to you from time to time pursuant to this Agreement for your internal use.

(k) **"Listing"** means catalog entry or description of an Offer (including Offer Assets) displayed in the Commercial Marketplace.

(l) **"Microsoft Mark(s)"** means trademarks and services marks, logos, badges and other business identifiers described in the Microsoft Branding Guidelines [☞](#), including any other trademarks, service marks, logos, and badges that Microsoft identifies in writing as being available for use by you pursuant to the Agreement or Addenda.

(m) **"Offer"** means the offering you submit to Microsoft for evaluation, Certification, and publication through the Commercial Marketplace, including any additional content sold or offered from within such Offer. For clarity, Offers include: (i) contact me Offers, free trial Offers, bring your own license (BYOL) Offers, transactable Offers, and such other Offer types that Microsoft enables on the Commercial Marketplace, (ii) Offer Assets, and (iii) Offer updates.

(n) "**Offer Assets**" means, for each Offer: the Offer name, Offer descriptions, and any titles, images, screenshots, video trailers, user generated content, or other materials you provide to Microsoft in connection with your Offer, including any trademarks, trade dress, or source identifiers contained therein.

(o) "**Partner Center**" means the web portal, currently available at <https://partner.microsoft.com>, or other Microsoft owned and operated interfaces, through which developers; (i) access their Publisher Account; (ii) receive communications from Microsoft relating to the Commercial Marketplace; submit Offers for Certification; and (iv) make Listings available in the Commercial Marketplace.

(p) "**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(q) "**Processing**" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "**Process**" and "**Processed**" will have corresponding meanings.

(r) "**Publisher Account**" means a service account for publishing your Offer through Partner Center, which includes a user name and password.

(s) "**Publisher Net Receipts**" means the aggregate amounts collected by Microsoft from Customers for their use of Publisher's Offers for a specific payment period, less any applicable taxes, refunds, and chargebacks (if applicable).

(t) "**Publisher Net Revenue**" means the sum payable by Microsoft to Publisher for Offers purchased directly through the Commercial Marketplace. Publisher Net Revenue is calculated based on the Publisher Net Receipts minus the Store Service Fee.

(u) "**Store Service Fee**" means a fee collected by Microsoft for publishing Listings of your Offers in the Commercial Marketplace, as further described in Section 5(c).

ADDENDUM A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

This Addendum supplements the terms and conditions of the Agreement for certain Offer types. To the extent this Addendum contains additional or different terms than those included in the body of the Agreement, this Addendum will control.

1. VIRTUAL MACHINE IMAGES

(a) **Base Images.** In addition to all other relevant third-party approvals, if your Offer contains virtual machine images ("**Images**") derived from Microsoft or other party ("**Base Images**") (such Offer, an "**Image Offer**"), you are responsible for obtaining any necessary permissions from the owner of the Base Image prior to publishing your Image Offer.

(b) **New Virtual Machine Sizes.** For Image Offers, you will be directed to designate prices based on virtual machine sizes available in Azure at the time of your publication request. Following publication of your Image Offer, if we plan to offer a new virtual machine size (based on the number of cores), we will notify you and provide you with at least 30 days to designate prices for the new virtual machine size. Failure to designate pricing within such time will constitute your designation of prices for the new virtual machine size equal to the rate proportional to the difference in the number of cores between the new virtual machine size compared to the existing virtual machine size(s) then in effect for your Image Offer.

(c) **Virtual Machine Extensions.** Any software or other data installed by your Image Offer, even if retrieved from an external location, is considered an Offer for purposes of this Agreement. You will be responsible, and must provide support to Customers, for any extensions or handlers associated with your Image Offers.

(d) **Inclusion of Microsoft Software Products in Image Offers.** With Microsoft approval, you may include Windows Server, SQL Server and Microsoft Dynamics NAV as part of your Image Offer ("**Microsoft Software Products**"). You must create your Image using a Base Image published by Microsoft in the Commercial Marketplace that consists of the same Microsoft Software Products that you have been authorized to include in your Image Offer. You may not publish an Image that includes copies of Microsoft Software Products that you obtained elsewhere, whether from Microsoft or from a Microsoft reseller. You may not download a Base Image and run copies of any Microsoft Software Products therein outside of Azure for the purpose of creating your Image unless you have valid pre-existing licenses that permit such use.

(i) **No Modification.** You must include complete copies of the Microsoft Software Products in your Image. You may configure the Microsoft Software Products solely as necessary to work with your Offers. You may not modify the Microsoft Software Products in any other way, including reverse engineering, decompiling, or disassembling the Microsoft Software Products, or tampering with any license or activation features in the Microsoft Software Products. You must maintain and not alter, obscure, or remove any copyright or other protective notices, identification, branding, or legends or license terms contained in the Microsoft Software Products. Except as expressly provided, this Agreement does not grant you any right, title, or interest in or to any Microsoft Marks.

(ii) **Excluded Licenses.** You may not take any action that would cause any Microsoft Software Product, or any other Microsoft product, service, or documentation to be governed, in whole or in part, by an Excluded License.

"**Excluded License**" means any license that requires, as a condition of the use, modification, or distribution of software subject to such license, that such software or other software combined or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge. Without limiting the generality of the foregoing, any version of the GNU General Public License ("**GPL**"), Lesser/Library GPL, or Affero GPL will be considered an Excluded License.

(e) **Distribution of Microsoft Software Products in Image Offers.** You may only make Microsoft Software Products within your Image Offer available via the Commercial Marketplace. You may not make the Microsoft Software Products that are part of your Image Offer available through any other channels. Microsoft alone is the licensor of any Microsoft Software Products included within your Image Offers, and any use by Customers of such Microsoft Software Products is governed by Microsoft's license terms. Nothing in this Agreement grants you the right to license or sublicense any Microsoft Software Products to Customers or any other third parties. The terms of use associated with your Image must make clear that: (i) the rights you grant to Customers extend only to your Offers within the Image and not to any Microsoft Software Products within the Image; (ii) Microsoft is the licensor of any Microsoft Software Products within the Image; and (iii) the Customer's use of any Microsoft Software Products within the Image will be governed by Microsoft's license terms.

(f) **Recall of Microsoft Software Products.** We may issue a notice of recall of a Microsoft Software Product at any time in our sole discretion for reasons such as, but not limited to, a serious security vulnerability in the Microsoft Software Product. If you receive a notice of recall, you agree to remove any Image Offers that include the impacted Microsoft Software Product from the Commercial Marketplace within 10

business days. Following the notice of recall, we may, but will have no obligation to, make a replacement Microsoft Software Product available to you in place of the recalled Microsoft Software Product.

(g) Termination. Upon termination of this Agreement or removal of your Image Offer from the Commercial Marketplace, your rights under this Addendum will automatically terminate and you must destroy all copies of Microsoft Software Products included in your Image Offer.

(h) Miscellaneous.

(i) ADDITIONAL DISCLAIMER OF WARRANTIES. ALL MICROSOFT SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISK AS TO YOUR USE OF THE MICROSOFT SOFTWARE PRODUCTS, INTEROPERABILITY BETWEEN YOUR OFFERING CONTENTS AND THE MICROSOFT SOFTWARE PRODUCTS, YOUR OFFERING OF IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS, AND CUSTOMERS' USE OF YOUR IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS.

(ii) Support. Microsoft has no obligation under this Agreement to provide technical support to you regarding any Microsoft Software Products or creation of Images that include Microsoft Software Products or to Customers regarding use of any Microsoft Software Products within your Image Offer.

(iii) Export Restrictions. You acknowledge that the Microsoft Software Products are of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see [Exporting Microsoft Products](#).

2. AZURE APPLICATIONS

(a) Templates. If you publish an Azure Resource Manager template ("**ARM Template**") that references another publisher's Offer (a "**Third-Party Offer**"), you may not represent yourself as the publisher of the Third-Party Offer. You also acknowledge and agree that other publishers may reference your Offers in their ARM Templates in a manner consistent with this Agreement. Notwithstanding any inclusion of your Offer in another publisher's ARM Template, you will remain the publisher of your Offer for all Customer deployments of the ARM Template, your terms of use and privacy policy will continue to govern your relationship with such Customers, and such other publisher will not be

entitled to any of the Publisher Net Receipts attributable to Customers' use of your Offer.

(b) Attribution IDs. Microsoft will insert Customer Usage Attribution IDs into your Azure Application technical payload on your behalf. A "**Customer Usage Attribution ID**" is a digital tag that enables Microsoft to identify and meter usage of resources deployed by your Offer in Customer subscriptions. If your Offer uses ARM APIs or Terraform to deploy Azure resources programmatically, you may also need to insert a Customer Usage Attribution ID into your API calls.

3. PRODUCTS FOR USE IN CUSTOMERS' ON-PREMISES ENVIRONMENT

If you choose to make an Offer available for use in Customer's on-premises environments (e.g., on Azure Stack), we may enable Customers to download and use such Offers in their on-premises environments. You agree that the Customers' acceptance of your terms of use for such Offers will entitle them to use such Offer in their on-premises environments. You acknowledge that you, not Microsoft, are the distributor of such Offer.

4. METERING SERVICES

(a) Marketplace Metering Service. If you publish an Offer that requires usage-based billing fees, you can use the Marketplace Metering Service (as defined below). The Marketplace Metering Service allows you to charge Customers based on events captured within your Offer (the "**Marketplace Metering Service**"). We expect you to transmit usage-based billing data to Microsoft hourly via API, and we will use commercially reasonable efforts to notify you if we have not received usage-based billing data for 72 hours. We reserve the right to mark the usage event as expired if we do not receive usage-based billing data within 24 hours.

(b) Customer Notifications and Support. If you choose to use the Marketplace Metering Service you will be responsible for: (i) notifying Customers that you will collect, generate, and deliver to Microsoft all data related to Customers' usage of the Offer necessary to calculate the applicable usage fees; (ii) reporting such usage accurately to Microsoft; (iii) notifying Customers and Microsoft of any erroneous usage information reported to Microsoft; (iv) resolving any Customer inquiries with respect to usage disputes within 3 business days, and notify Microsoft if a refund to the Customer is necessary; and (v) reviewing usage identified by Microsoft as abnormal within 3 business days. You agree that Microsoft has the right not to bill and collect fees or withhold payouts for any usage information provided more than 24 hours after the close of any

billing cycle or any usage-based billing that is detected or otherwise appears to be erroneous.

(c) **Recordkeeping and Audits.** We reserve the right to: (i) audit your records to verify the reported usage in connection with the Marketplace Metering Service and your compliance with the Agreement; and (ii) suspend your use of the Marketplace Metering Service if you repeatedly submit erroneous usage information to us or fail to resolve Customer inquiries within 3 business days.

5. LICENSE MANAGEMENT SERVICE

(a) **Applicability and Eligibility.** This Section 5 applies to Offers that use Microsoft's license management service for non-Microsoft published products (the "**License Service**"). Your Offers may be eligible to use the License Service if you participate in the ISV Connect Program. To use the License Service, you must define and maintain in Partner Center the details (including posted pricing) for each plan of your Offer that you want to list, which may require deal registration in Partner Center.

(b) **Service Description.** The License Service enables: (i) the Publisher to specify the number of licenses of each plan-type (e.g., Bronze, Silver, Gold) for a Customer implementation, (ii) the Customer to consent to installation of the licenses and solution by the publisher in the Customer's tenant, (iii) the Customer to assign its licenses to individual users, and (iv) Microsoft to control or block user use of the solution based on assigned user licenses.

6. MICROSOFT 365 APPLICATIONS

(a) **Private Customizations.** If you choose to make information about your Offer (such as the name, short description, long description, logo, color icon, outline icon, accent color, branding and trade dress elements, developer URL, privacy URL, terms of use URL) to be freely customizable by Customers, you assume all legal risks created by such modifications, including the alternation, deletion, and replacement of your intellectual property, and the changing of any terms of use and privacy statements.

(b) **API Usage Data.** When you connect to our Microsoft 365 Application APIs, we may assess installation and usage metrics of our APIs by your Offers along with basic information about your Offer ("**API Usage Data**"). API Usage Data may be used for internal reporting and business operations, reports we provide to you, and providing recommendation of your Offer to Customers.

ADDENDUM B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS

1. MICROSOFT PARTNER RESELLERS

If you indicate that you want to make your Offers available to indirect channels in Partner Center, you agree to the following terms.

(a) **Indirect Channels.** If Customers purchase your Offer in indirect channels, your sale of the Offers will be to the applicable Microsoft reseller, not Customers. We will bill the Microsoft resellers, as your agents or commissionaires, at the price you have set for a reseller for their Customers' use of your Offers and will collect the Store Service Fee on Publisher Net Receipts for sales to resellers. Such Microsoft resellers will be responsible for setting the prices at which they resell your Offers to their Customers (or to other Microsoft resellers) and for collecting such amounts from their Customers (or Microsoft resellers).

(b) **Limiting Countries/Territories.** If you do not wish to allow an Offer to be resold by Microsoft in a particular country or territory, you must make your Offer unavailable for purchase in such country. Removal of an Offer in any country or territory will apply to both indirect channel sales and direct to customer sales in that country.

(c) **Licensing of Products.** Your terms of use, license agreement, and privacy policy for the Offers will apply to Customers that result from indirect sales.

2. PRODUCTS MADE AVAILABLE IN MICROSOFT RESELLER COUNTRIES

(a) **Generally.** If you make your Offer available in one of the "**Reseller Countries/Regions**" enumerated at Tax details for commercial marketplace publishers [☞](#), then Microsoft shall act as a reseller, rather than your agent, in making your Offer(s) available in the Commercial Marketplace in that country or region only and you agree to the modified and additional terms of this Section 2, solely in connection with the offering and distribution of your Product(s) in such country(ies). Except as expressly provided in this Section 2, the Terms and Conditions in the Agreement apply to the Offer in such country(ies).

(b) Offer Pricing. Notwithstanding Section 5 of the Terms and Conditions, when you submit an Offer and choose to make the Offer available as provided in this Section 2, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your Offer available in the Commercial Marketplace in that country.

(c) Payment Terms and Fees. Amounts payable to you in connection with the sale of your Offer in the country(ies) referenced in this Section 2 will be calculated and paid to you as provided in the Agreement. However, these amounts will be provided to you as a royalty payment in exchange for the right to sell in such country(ies).

ADDENDUM C: TERMS AND CONDITIONS APPLICABLE TO MICROSOFT 365 CERTIFICATION PROGRAM

MICROSOFT 365 CERTIFICATION PROGRAM

This Addendum C governs your participation in the Microsoft 365 Certification Program, as currently documented at Microsoft 365 Certification Program. This Addendum B applies only if you choose to participate in the Microsoft 365 Certification Program. By submitting your Product for inclusion in the Microsoft 365 Certification Program, you agree to be bound by this Addendum C and the Agreement. To the extent this Addendum C contains additional or different terms than those included in the body of the Agreement, this Addendum C will control.

1. DEFINITIONS

Capitalized terms not otherwise defined herein have the same meanings provided in the Agreement. The term "**Certification**" as used in this Addendum C refers to certification under the Microsoft 365 Certification Program and does NOT have the same meaning as in the rest of the Agreement.

(a) "Microsoft 365 Certified Offer" means an Offer that meets the applicable Microsoft 365 Certification Criteria, as confirmed through the evaluation procedures described in Section 2 below, and that is identified by product name and version and other identifying factors required in the Submission Forms.

(b) "**Microsoft 365 Certification Criteria**" or "**Criteria**" means the security, privacy, compliance controls, and other requirements provided by Microsoft and applicable to your Offer as of the date you submit the Offer for Certification to Microsoft. Depending on the Microsoft Mark, Microsoft 365 Certification Criteria may be published in connection with the Microsoft 365 Certification Program documentation, or may remain unpublished and treated as Confidential Information of Microsoft.

(c) "**Microsoft Mark**" means the Microsoft 365 Certified trademark, the "Works for Teams" badge and any other stylized badges, and or designations Microsoft provides under the Microsoft 365 Certification Program as documented.

(d) "**Submission Forms**" means the forms, questionnaires, or similar documents that Microsoft provides for requesting self-attestation and Certification of Offers.

(e) "**Supporting Evidence**" means documents you provide as evidence that your Offer meets the Criteria, including audit reports, standard operating procedures, incident response plans, penetration test reports, data protection impact assessments, data flow diagrams, and system design or architecture diagrams. With the exception of documents or information you: (i) have otherwise made public, or (ii) consent to being public, we will treat Supporting Evidence as your Confidential Information.

2. SUBMISSION AND EVALUATION OF OFFERS

(a) **Submission.** For each Offer you want to enroll in the Microsoft 365 Certification Program, you must submit the required Submission Forms and provide all information requested by Microsoft in the Submission Forms.

(b) **Evaluation.** We or our third-party evaluation agents will verify whether your Offer meets the Criteria based on the Supporting Evidence provided by you in the Submission Forms. We will make commercially reasonable efforts to complete the evaluation within a reasonable time.

(c) **Request for Information.** We or our third-party evaluation agents may, at our sole discretion, request additional information or documentation reasonably necessary to complete the evaluation. Failure to respond to requests for additional information may result in a denial of Certification and enrollment in the Microsoft 365 Certification Program.

(d) **Evaluation Results.** If the Offer is determined to meet the Criteria, Microsoft or our third-party evaluation agent will notify you in writing that the Offer is certified ("**Notice of Certification**"). In the event that the Offer fails the evaluation, Microsoft or our third-party evaluation agent will report the reason for the failure. Reports provided under this Section 2(d) may be sent by email.

(e) **Re-Submission.** If an Offer fails evaluation two times (initial evaluation plus one additional re-evaluation of the corrected Offer) Microsoft may reject any subsequent submissions for further evaluation of that same Offer.

(f) **Material Changes.** In the event of: (i) a modification to the source code or functionality of the Offer, or your internal processes related to the Offer, or any other event that renders the information provided in your Submission Forms materially untrue, or (ii) an update to the Criteria or other aspects of this Addendum that, in Microsoft's sole discretion, require that existing certified Offers be re-evaluated against the updated Criteria, you must promptly, and no later than 30 days after the event, submit a request for re-evaluation, or discontinue the use of the Microsoft Mark in any manner that may imply that the Offer continues to meet the Microsoft 365 Certification Criteria.

(g) **Certification Term.** Upon receipt of the Notice of Certification, your Offer will be considered a Microsoft 365 Certified Offer for the Certification Term. The "**Certification Term**" expires at the sooner of:

(i) one year from the date of the Notice of Certification;

(ii) within 30 days after a material change as described in Section 2(f), provided however, that if you have submitted a request for re-evaluation within 30 days of the event of material change, the Certification Term will be automatically extended for up to 30 additional days while Microsoft completes the re-evaluation based on the revised information for the Offer. If, at the end of the additional 30-day re-evaluation period, you have not received a renewed Notice of Certification, the Certification Term will immediately cease; or

(iii) termination of the Microsoft 365 Certification Program, termination of the availability of a Microsoft Mark, or suspension or termination of your Offer under the Agreement.

3. MICROSOFT MARK

(a) **Limited License.** Subject to all the terms of this Addendum, we grant you a limited, non-exclusive, non-transferable, worldwide license to use the Microsoft Mark solely (i) in connection with your Microsoft 365 Certified Offer; and (ii) in compliance with Microsoft's Branding Guidelines. We reserve all rights not expressly granted herein.

(b) **Trademark Footnote.** Where you include a trademark footnote to give notice of your own trademarks or third-party trademarks in relation to a Microsoft 365 Certified Offer, you must add the following wording (or wording having equivalent legal effect) to

the trademark footnote, when using a Microsoft Mark: "*All other trademarks are the property of their respective owners.*"

4. TERM AND TERMINATION

(a) **Term.** For each individual Microsoft 365 Certified Offer, this Addendum shall extend for the Certification Term unless you (i) cease to offer the Microsoft 365 Certified Offer for sale or distribution, or (ii) you or your Microsoft 365 Certified Offer are in material breach of this Addendum

(b) **Cessation of Microsoft Marks Use.** Upon expiration or termination of this Addendum for any reason whatsoever, you will immediately cease all use of the Microsoft Mark. However, unless this Addendum is terminated for your breach, you may distribute then-existing advertising materials containing Microsoft Mark for a period of 120 days.

5. MODIFICATION TO THE MICROSOFT 365 CERTIFICATION PROGRAM

(a) **New Certifications.** Any time you submit an Offer for evaluation pursuant to the Agreement, you agree to be bound by the then-current terms and conditions. If you do not agree with such an update to this Addendum, you have no right to (and must not) submit an Offer for evaluation and certification.

(b) **Impact on Microsoft 365 Certified Offer.**

(i) In the event we update this Addendum, including without limitation the Criteria, after you have already received a Notice of Certification, the existing Notice of Certification will remain valid for the then-existing remainder of the Certification Term except as stated in Section 5(b)(ii).

(ii) If we update the Criteria or other aspects of the Certification that require re-evaluation of your Offer, we will provide you with a written notice (email shall suffice), and you will be required to resubmit your Offer for re-evaluation, or terminate the use of the Microsoft Marks, in accordance with Section 2(f).

ADDENDUM D: COMMERCIAL BENEFITS PROGRAM ADDENDUM

This Commercial Benefits Program Addendum ("**Addendum D**") supplements the Terms and Conditions of the Agreement.

1. THE PROGRAM

Under the Commercial Benefits Program ("**Program**") you may qualify to receive certain benefits ("**Program Benefits**") from Microsoft or its third-party partners or qualify to participate in additional sub-programs.

2. HOW IT WORKS

You will be automatically enrolled in the Program when you make your Offer available through the Commercial Marketplace. Program Benefits may become available from time to time during the Program term.

3. PROGRAM BENEFITS; REQUIREMENTS AND LIMITATIONS

(a) To qualify for many of the Program Benefits, your Offer must be available to transact in our Commercial Marketplace.

(b) **Program Level.**

(i) Some Program Benefits will be made available only to Partners with certain development expertise. For purposes of this Agreement, development expertise will be known as "**Program Level.**"

(ii) Your Program Level will be determined by Microsoft, based on criteria such as your existing Offer performance, type of Offer, market relevance of your existing Offers, Customer feedback on your existing Offers, and level of investment and success.

(iii) You may need to provide Microsoft with information about existing Offers that you have on other platforms for Microsoft to determine your Program Level. You may also need to register with a third-party service for Microsoft to verify this information. Microsoft is not responsible for such third-party service. Your use of the third-party service may be subject to that third party's terms and conditions.

(iv) Your Program Level may change during the Program term and will be determined by Microsoft in its sole discretion.

(c) Some Program Benefits may have additional qualifying criteria, which you will need to meet to be eligible for those benefits. Such criteria will be disclosed by Microsoft when the Program Benefits are made available.

(d) Some Program Benefits may be subject to additional terms. By using such Program Benefits, you agree to be bound by these additional terms.

(e) Some Program Benefits may be provided by third parties. Microsoft is not responsible for third party websites, services, or Program Benefits. Your use of such Program Benefits may be subject to that third party's terms and conditions.

(f) Program Benefits may be limited in number, change without notice, and be available for a limited time only or while supplies last. Some Program Benefits may be available in limited geographies and limited languages. Microsoft may substitute Program Benefits with a benefit of equal or greater value in the event supplies of a Program Benefit are exhausted.

4. RIGHT TO CANCEL, TERMINATE, MODIFY, OR SUSPEND

Microsoft may, in its sole discretion, cancel, terminate, modify, or suspend the Program, Program terms or any Program Benefits, in whole or in part. A Program Benefit may be withheld, reduced, or terminated or you may be removed from the Program, at any time and in the sole discretion of Microsoft. Microsoft may exercise its rights under this section for any reason, including, without limitation if you breach any of your obligations under this Addendum D or if you are suspected of committing fraud under this Program. In the event of such an occurrence Microsoft may post a notice on the Program page.

Common questions for the Microsoft Publisher Agreement

FAQ

This article answers some common questions about the Microsoft Publisher Agreement (MPA).

About the Agreement

What is the Microsoft Publisher Agreement?

The Microsoft Publisher Agreement defines the roles, responsibilities, and requirements in effect between you – as a Publisher of solutions in App Source and the Azure Marketplace – and Microsoft. It governs your listing of products on the Microsoft Commercial Marketplace, as well as your use of Partner Center for publishing activities.

For the current text of the MPA, see [Microsoft Publisher Agreement](#).

Are there other agreements we should know about?

The Microsoft Publisher agreement governs the relationship between a Publisher and Microsoft. When a solution is purchased through the Commercial Marketplace, there are three agreements involved:

- The Publisher Agreement, governing the relationship between the Publisher and Microsoft
- The Customer Agreement, governing the relationship between the Customer and Microsoft. Specifically billing and payment terms for offers made available on the Commercial Marketplace
- The Terms and Conditions for a specific Marketplace offer, defining terms between the Publisher and the Customer

Note: Other types of agreements may be applicable in some cases.

Is there a way to see what has changed in the most recent version of the Microsoft Publisher

Agreement?

Yes. A change log is available at [Change history for Microsoft Publisher Agreement](#).

Accepting the agreement

Do we have to agree to the Microsoft Publisher Agreement?

If you want to create a listing for your software or service offering in the Commercial Marketplace, yes. You will not be able to access the publishing portal until the agreement has been executed. This is true whether you choose to publish transactable offers, or simply create listings. Note that accepting the Microsoft Publisher Agreement is not required to use Azure services, only to publish solutions in the Commercial Marketplace.

Who should accept the Microsoft Publisher Agreement on behalf of our company?

The Microsoft Publisher Agreement is a binding legal agreement between your company and Microsoft. As such, it should be accepted by someone who understands the rights and obligations and has authority to execute agreements on behalf of the company.

How can I determine who accepted the Microsoft Publisher Agreement on behalf of our company?

In Partner Center, in the search bar at the top-center of the screen, enter "agreement". Then select **Agreements** from the list of responses. You should see the name of the person who accepted the Microsoft Publisher Agreement, the date it was accepted, and the version.

If the Microsoft Publisher Agreement is updated or revised, do we have to accept again?

Microsoft may update this Agreement at any time and will notify you of such changes. By continuing to use your Publisher Account or Listing your Products in the Commercial

Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your offers from the Commercial Marketplace and close your Publisher Account.

Terms and clauses

We have some questions about one of the terms or clauses in the Microsoft Publisher Agreement. Can we discuss with a Microsoft attorney?

Your legal department or corporate attorney are best positioned for helping you interpret terms and clauses.

Legal notice

Is there a way to deliver legal notice to Microsoft regarding the Microsoft Publisher Agreement?

Yes. For the steps to submit notice, see [Notifying Microsoft regarding the Publisher Agreement](#).

Revisions

I would like to negotiate some revisions to the terms of the Microsoft Publisher Agreement. Who can I talk to?

To promote a consistent experience for our Publishers and Customers, the terms are not negotiated independent of a larger strategic agreement with Microsoft. Microsoft does not negotiate company-specific amendments or revisions. If you have a Partner Development Manager, they can assist with understanding the circumstances where a larger strategic agreement may be appropriate.

Can we get a Word copy of the Microsoft Publisher Agreement so that we can red-line

clauses we want to change?

As mentioned above, Microsoft does not negotiate company-specific amendments or revisions.

Access to Partner Center and publishing listings

Why can't I access the Partner Center publishing portal?

Inability to access the Partner Center publishing portal is often an indication that the Microsoft Publisher Agreement has not yet been accepted. Accepting the MPA terms is a prerequisite for access to the publishing functionality.

In some cases, inability to access Partner Center may indicate that you are not signed in with the appropriate credentials. To resolve this, go to [Join the Microsoft Partner Network](#), and sign in. When signed in, you should see "Partner Center" in the upper right of the screen near the search icon.

In rare cases, there may be an issue with Partner Center roles and permissions. If so, contact the person who administers the Partner Center account for your company to ensure that you have the appropriate access and functionality.

Are there other prerequisites before I can publish a listing in the Commercial Marketplace?

Yes. Before publishing any listing, the information in your Partner Center account must be verified. This is a behind-the-scenes process in which Microsoft verifies such things as business address, email (domain) ownership and contact information.

For more information about account vetting, see [Verify your account information when you enroll in a new Partner Center program](#).

In addition, before publishing a transactable offer in the Commercial Marketplace, you must complete the Tax Profile and Payout Account processes in Partner Center. To learn how, see [Set up your payout account and tax forms](#) and [Common questions about payouts and taxes](#).

Additional info

What if I have questions that are not covered here?

You can always open a support ticket in Partner Center. Simply select **Support** (question mark icon) in the upper right of the screen to begin. For more information, see [Support for the commercial marketplace program in Partner Center](#).

You may, alternatively, post a question on our active community forum [↗](#).

Microsoft Publisher Agreement 8.0

October 2022 update

Article • 09/21/2022 • 60 minutes to read

Version: 8.0 October 2022 update

Effective date: October 14, 2022 Review our change log.

Thank you for your interest in Listing an Offer on the Commercial Marketplace. This Publisher Agreement ("**Agreement**") governs the relationship between you ("**Publisher**," "**you**," or "**your**") and Microsoft Corporation ("**Microsoft**," "**we**," "**us**" or "**our**") with respect to publishing Listings and making available your Offers on our Commercial Marketplace, along with any use of Partner Center for such purposes.

By publishing (or attempting to publish) a Listing for your Offer in the Commercial Marketplace or using features of Partner Center related to publication on the Commercial Marketplace, you agree to the terms of this Agreement. Microsoft may update this Agreement at any time and will notify you of such changes in Partner Center. By continuing to use your Publisher Account or maintaining your Listing in the Commercial Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your Listings from the Commercial Marketplace and close your Publisher Account.

This Agreement contains terms applicable to the Commercial Marketplace, and the Addenda contains terms for specific Offers, go to market channels, and programs. The Addenda may contain additional or different terms from the body of this Agreement, and in such case, the Addenda will control.

The Agreement consists of:

- the Terms and Conditions;
- Addendum A -- Terms and Conditions Applicable to Specific Offer Types;
- Addendum B -- Terms and Conditions Applicable to Availability of Offers through Microsoft indirect channels and in Reseller Countries and Regions;
- Addendum C -- Terms and Conditions applicable to the Microsoft 365 Certification Program;
- Addendum D -- Commercial Benefits Program; and
- the provisions in any documents or online resources referenced in other parts of this Agreement, including Documentation.

TERMS AND CONDITIONS

1. PUBLISHER ACCOUNT

To publish a Listing and make available Offers in the Commercial Marketplace, you must open a Publisher Account through Partner Center and provide all information required by Microsoft to approve you as a Publisher. Microsoft may use your contact information provided for the Microsoft Partner Network to send you information regarding announcements, programs, updates, and the like for your Publisher Account. You agree that Microsoft may display the contact information (including email address) that you provide us in the Commercial Marketplace for Customer support and transactional purposes. You are responsible for all activity that takes place with your Publisher Account. If you fail to keep your Publisher Account in good standing, Microsoft may revoke your Publisher Account, remove your Listings from the Commercial Marketplace, delete Offer ratings and reviews, retain associated fees (if any), and pursue any other remedies available to Microsoft.

2. PUBLISHING A LISTING FOR YOUR OFFER

(a) **Publishing.** You must submit to Microsoft each Offer that you wish to List, including any Offer Assets and updates. You are solely responsible and liable for the Offer, including all delivery and support. Microsoft may retain copies of the Offer Assets and any other materials you submit with your Offer. Microsoft will not return them, so you must maintain your own backup copies.

(b) **Updates to Offers.** To the extent you make available updates to Offers, those updates are subject to the requirements of this Agreement.

(c) **Certification.** Each Offer is subject to Certification before the Listing for such Offer is published in the Commercial Marketplace. Certification and post-publication assurances, described below, may include Microsoft scanning submitted Offers for identification of security vulnerabilities. Microsoft's Certification of an Offer does not constitute any representation or acknowledgment by Microsoft that the Offer complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability for the Offer.

(d) **Post Publication Assurances.** Once published in the Commercial Marketplace, Microsoft may periodically test and evaluate your Offer to verify that it continues to comply with this Agreement and Documentation. Microsoft may also modify your Listing solely to correct obvious spelling, grammatical or typographical errors.

(e) Removing a Listing. If you wish to remove your Listing, you may do so via your Publisher Account in Microsoft Partner Center. Microsoft will remove the Listing from the applicable Commercial Marketplace and cease making the affected Listing for your Offer available through the Commercial Marketplace.

(f) Microsoft Removal and Disablement Policies. Microsoft may remove or suspend the availability of any Listing for your Offers from the Commercial Marketplace for: (i) your breach of this Agreement (including Documentation); (ii) your termination of this Agreement or of any of the license grants to Microsoft associated with an Offer; (iii) an assertion or claim that your Offer infringes the intellectual property rights of a third party in accordance with our Notice and Takedown process for services [☞](#); (iv) complaint(s) about the content or quality of your Offer; or (v) an allegation of or your violation of any applicable law, regulation, or regulatory guideline. Microsoft also may disable your Offer if: (A) Microsoft determines that the Offer causes harm to Customers or their devices, third parties (including any Covered Parties) or any network; (B) pursuant to a request or instruction from a Customer; or (C) to comply with any judicial order, or government law, regulation, or order.

(g) Infringement Claims. If you believe another Offer or third-party content in the Commercial Marketplace violates your rights, you may submit a claim to Microsoft in accordance with our Notice and Takedown process for services [☞](#). If Microsoft refers a claim to you, you will promptly respond and comply with any requirements in the Notice and Takedown process.

(h) Offer Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Offers anywhere in the Commercial Marketplace, except as may be otherwise agreed between you and Microsoft.

(i) Offer Rankings and Ratings. The Commercial Marketplace may allow Customers to comment on and rate Offers and display such comments and ratings on your Offer, including comments and ratings sourced from third parties. Microsoft may make rankings, ratings, or comments publicly available. Microsoft may use those ratings and other data to determine the placement or marketing of Offers in the Commercial Marketplace. You may not attempt to manipulate rankings, ratings or comments for your Offer or any other Offer. Microsoft may remove any rankings, ratings, or comments at its sole discretion and for any reason.

(j) Modification or Discontinuance. The Commercial Marketplace and Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Commercial Marketplace or Partner Center at any time.

3. LICENSES

(a) Grant of Rights to Microsoft. You do not transfer ownership of any Offer or Offer Asset by submitting them to Microsoft to publish a Listing. By submitting an Offer and Offer Assets to create your Listing, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Microsoft, the worldwide, limited, non-exclusive right to: (i) host, install, reproduce, publicly perform and display via any digital transmission technology, your Offer Assets, solely as necessary to operate the Commercial Marketplace, display and manage your Offers, and make available your Offers to Customers; and (ii) access, distribute, and use your Offer solely as necessary to Certify such Offer and as otherwise required by Microsoft to make available your Offer to Customers.

(b) Third-Party Rights/Open-Source Licenses. Your Offer and Offer Assets must not infringe or misappropriate any intellectual property or personal right of any third party. If you license any portion of your Offer from a third party or under any open-source license, you are solely responsible for compliance with those license terms and conditions and ensuring that Microsoft, in its capacity as your agent or commissionaire, has the necessary rights to perform its obligations to you under this Agreement. You are, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances, and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through your Offer), and for undertaking all related reporting obligations.

(c) Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Covered Parties the right to use, reproduce, display, publicly perform and publish your entity name and Offer Assets, in connection with the marketing of the Offer through the Commercial Marketplace and Microsoft and Microsoft Affiliate websites, products, and services related to the Commercial Marketplace. You are the sole owner of your entity name, Offer Assets, and associated goodwill, and the sole beneficiary of the goodwill associated with Microsoft's use of your entity name and Offer Assets. Microsoft will not acquire any right, title, or interest in your entity name and Offer Assets because of its use of them. Microsoft hereby assigns and will assign in the future any rights it may acquire in your entity name or Offer Assets as a result of its use of them under this license, along with the associated goodwill.

(d) Customer Contracts. You, not Microsoft, will license or grant any necessary use rights to your Offers to Customers. You may provide your own contract terms, consistent with any obligations under this Agreement, or you may elect to govern Customers' use of your Offer with the Microsoft Standard Contract (available [here](#)). If you do not provide your own contract terms (or, if you elect to use the Standard Contract), then the

Standard Contract terms will apply between you and Customers. Any contract terms are between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no right or license to your Offers through the operation of the Commercial Marketplace or through enabling you to provide Offers through the Commercial Marketplace.

(e) License to Microsoft Marks. While you have a Listing, Microsoft grants you a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license to use the Microsoft Marks in connection with advertising for your Offer, solely as described in the Microsoft Marketing Guidelines [☞](#) and in compliance with the General Microsoft Trademark and Brand Guidelines [☞](#). You will correct any misuse of Microsoft Marks upon Microsoft's notice and will cease using Microsoft Marks if you fail to correct such misuse. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title, or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

(f) Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party's intellectual property. Each party reserves all rights not expressly granted in this Agreement.

4. OFFER REQUIREMENTS

(a) General Requirements. Your Offer and Offer Assets must comply with this Agreement and the Documentation.

(b) Local Law. The Offer, Offer Assets, and your marketing of the Offer must comply with the applicable laws of each territory or country in which you elect to make the Offer available. This includes applicable: (i) Data Protection Law, including laws related to Biometric Data; (ii) telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Offer; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Offer, you must provide those in the Offer description field (unless they

are provided elsewhere in your Listing). If your Offer processes Biometric Data, you are responsible for: (i) providing notice to data subjects, including with respect to the purpose for processing and how long you will retain the Biometric Data; (ii) obtaining consent from data subjects to collect, process, or disclose the Biometric Data, as applicable; and (iii) permanently deleting the Biometric Data when the purpose for collecting or processing it has expired. The Commercial Marketplace product description pages may include your full contact information and information about in-Offer purchases available in an Offer. You must make such notices sufficiently prominent as is required by local law. You must disclose to Microsoft any controlled technology employed, used or supported by your Offer that may impose any legal obligations or requirements on Microsoft. You must inform Microsoft of such legal obligations and requirements, and take any action if necessary for Microsoft to comply with its legal obligations. You may not use the Commercial Marketplace or any services or tools made available for the development of Offers for, or to permit others to carry out, any illegal activity or breach of contract.

(c) Support. Microsoft is not responsible for providing support for your Offers. You must provide to Microsoft current technical and billing support contacts via e-mail and phone for when Microsoft receives technical or billing questions from Customers about your Offer. You will use best efforts to respond to any inquiry received by Microsoft about your Offer. You will ensure that any support options described in your Listing remain available to Customers for as long as the relevant Offer is available on the Commercial Marketplace and/or to Customers.

5. ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

(a) Appointment of Microsoft.

(i) You acknowledge that you, not Microsoft, are the distributor of Offers acquired through the Commercial Marketplace. You appoint Microsoft as your agent or commissionaire, as applicable, for the purpose of facilitating Customer purchases through the Commercial Marketplace. In this role, you acknowledge that: (A) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any of your Offers through the Commercial Marketplace; (B) Microsoft's services to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of your Offers; and (C) Microsoft will make payments to you in accordance with this Section 5. You grant Microsoft the right to appoint any Covered Parties (solely as required to administer value-added tax ("VAT") obligations and for collection and payout of applicable fees made under this Agreement) as sub-agents and also grant any Covered Party appointed by

Microsoft the right to appoint other Covered Parties as sub-agents.

(ii) For any transactions that involve a purchase of your Offer by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in Australia for such purchase, to Microsoft Regional Sales Pte. Ltd., located at 182 Cecil Street, #13-01, Frasers Tower, Singapore 069547 ("**MRS**"), or Microsoft Pty Ltd, located at Denison St., North Sydney, New South Wales, 2060 Australia ("**MPL**"). You and MRS or MPL (as the case may be) agree for purposes of Section 84-60 of A New Tax System (Goods and Services Tax) Act 1999 (the "**AU GST Act**"): (A) Section 84-55 of the AU GST Act applies to sales of your Offers made available by you through the Commercial Marketplace as if such sales were an inbound intangible consumer supply; and (B) for the purposes of the AU GST Act, MRS or MPL (as the case may be) is treated as the supplier of and as making the supply for consideration for which it was made.

(iii) For any transactions that involve a purchase of your Offer by a New Zealand Customer (as determined by Microsoft), where Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand for such purchase, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("**MSNZ**"), you understand and agree to such assignment. You and MSNZ agree: (A) for the purposes of Section 60(1AB) of the Goods and Services Tax Act 1985 ("**NZ GST Act**") MSNZ, and not you, are treated as making the supply of your Offer to Customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (B) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your Offer to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (1) a supply of goods and services from you to MSNZ; and (2) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply.

(iv) Microsoft acts as a reseller, rather than your agent, in making your Offers available in the Commercial Marketplace in the country(ies) enumerated at: Tax details for commercial marketplace publishers²⁷, and as further described in Section 2 of Addendum B.

(b) Offer Pricing. When you submit a transactable Offer for publication, you will designate the price (if any) to be charged to Customers for use of your Offer. The publishing portal may direct you to designate prices for different Offer SKUs, geographies, currencies, or other aspects of your Offer. Microsoft will convert the prices from the currency a Customer pays with to your elected payment currency at the exchange rate we make available to you, as described in Geographic Availability and Currency Support. If you wish to set a different price for a market from Microsoft's exchange rate price, you may change the price for that market. Microsoft may change its supported currencies or the default currencies for certain markets after providing you 30 days' notice of any such changes.

(c) Publisher Net Revenue. Amounts payable to you will be based on the Publisher Net Receipts minus the applicable Store Service Fee. The applicable Store Service Fee, which will be charged by Microsoft, or in Microsoft's sole discretion, by a Microsoft Affiliate, is provided at Commercial Marketplace Fees [☞](#). Microsoft will provide no less than 90 days' notice prior to an increase to the Store Service Fee. For clarity, Publisher Net Revenue only applies to Offers purchased directly through the Commercial Marketplace and excludes purchases outside of the Commercial Marketplace. We will include a transaction report along with payments made to you hereunder that reflects the calculation of Publisher Net Revenue and the number of purchased Offers used or downloaded by Customers during the relevant payment period, as applicable.

(d) Payment to Publishers. We will pay you applicable Publisher Net Revenues within each payment period, as specified at Payout Schedules and Processes [☞](#).

(e) Payment Processing. Microsoft will pay you Publisher Net Revenues in accordance with Microsoft's then-current payment policies and in the manner you indicate during the Publisher Account setup, which may include checks payable to you and sent via U.S. mail or ACH electronic payment to a financial institution that you designate. You must provide Microsoft (or our third-party payment processor) with all financial, tax, and banking information requested so that we can pay you under this Agreement. Your failure to keep such information current and accurate may result in Microsoft's removal of your Offer from the Commercial Marketplace and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for your Offer when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to the Offer. Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then-current conversion rates for United States Dollars ("USD"). The amount you receive will depend on the rates and fees imposed by your financial institution and on any

applicable tax withholding requirements, and will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft.

(f) Refund, Reconciliation, and Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Offer, including the full refund and chargeback amounts paid or credited to Customers. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. Refunds and chargebacks processed after you receive the payments will be debited against your account. If Microsoft is unable to collect payments from the Customer, Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. For clarity, if Microsoft pays you Publisher Net Revenue in advance of receiving such payment from the Customer, and the Customer does not pay Microsoft, Microsoft may offset any such amounts paid and request a refund of any such prepaid amounts from you.

(g) Payments Post Removal or Suspension. Microsoft will pay you the amounts owed (if any) that accrued before removal or suspension of your Offer unless your Offer is removed or suspended in accordance with Section 1 or Section 2(f) of this Agreement. Microsoft's termination and suspension rights are without prejudice to any other rights and remedies available to Microsoft.

(h) Taxes on Payments. You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any Store Service Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you: (i) hereby represent and warrant that your services are not provided in the U.S.; or (ii) must notify Microsoft via e-mail to us_services_notify@microsoft.com that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and, as required and solely to the extent within Microsoft's ability, as determined in its sole discretion, to obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Offer, the amount to be paid by Microsoft to

you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (A) are required to be registered for Australian Goods Services Tax ("AU GST"); (B) must provide Microsoft with your Australian Business Number; and (C) must affirm that you are AU GST registered when setting up your Publisher Account. If you are located in New Zealand and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (1) are required to be registered for New Zealand Goods and Services Tax ("NZ GST"); and (2) must affirm that you are NZ GST registered when setting up your Publisher Account.

(i) **Taxes on Offer Transactions.** Each of your and Microsoft's responsibilities for calculating, charging, collecting and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are available at Tax details for Microsoft commercial marketplace²⁷. Microsoft makes no warranties that Microsoft's or its Covered Parties' actions will completely satisfy your obligations in applicable countries. You are solely responsible for: (i) determining whether you have any tax obligations in any country, and (ii) appropriately identifying the content type for, and providing accurate information to Microsoft with respect to, any content you offer or sell from within your Offer. Microsoft is not responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your Offer. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, including the authorization of Microsoft to grant Customers the ability to contact you to obtain any required tax invoices.

The following paragraph shall govern any Offer transaction with Customers located in the U.S. and solely to the extent of any conflict with any other provision in this Agreement. With respect to those U.S. jurisdictions where applicable tax law requires or permits Microsoft to calculate, report and/or remit sales and use, gross receipts (in the nature of a sales tax and not in lieu of an income tax), excise tax or similar transaction taxes and fees (for the avoidance of doubt, excluding telecommunications taxes and/or fees) as a marketplace facilitator, marketplace provider, marketplace operator, agent or other similar person (such taxes to be referred to as "**Marketplace Facilitator Taxes**" and such persons to be referred to as "**Marketplace Facilitators**"), Microsoft shall determine whether any Marketplace Facilitator Taxes apply to any Offer transaction, provide Customers with appropriate tax documentation evidencing the Offer transaction, collect such Marketplace Facilitator Taxes from Customers, remit such Marketplace Facilitator

Taxes to the applicable governmental authority, and report any required information related to such Marketplace Facilitator Taxes to the applicable governmental authority. Microsoft shall have sole discretion to manage and resolve (including settlement) any examination, audit, inquiry, assessment, claim or otherwise regarding Marketplace Facilitator Taxes; provided, however, that you shall remain liable for any amount assessed as a result of incorrect and/or incomplete information received by Microsoft from you with respect to your Offer and/or due to an error by you. If you are notified or otherwise become aware of an assessment, or potential assessment and/or are audited by a taxing authority, you shall notify Microsoft within 30 days of such knowledge/receipt, consult with Microsoft to resolve such issues and accept all comments/edits to submissions to a taxing authority provided in writing from Microsoft. With respect to all other U.S. jurisdictions, you are responsible for any and all reporting and remittance of any such taxes associated with your Offer(s), and each of your and Microsoft's responsibilities for any taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are as set out at Tax details [↗](#) for Microsoft commercial marketplace. You shall have sole discretion to manage and resolve (including settlement) any examination, audit, inquiry, assessment, claim or otherwise regarding such taxes, and you shall provide Microsoft notice of such event and the outcome to the extent it may impact Microsoft's liability regarding the Commercial Marketplace.

If you use a third-party payment processor for transactions in your Offer, or your Offer provides payment processing services, you are responsible for calculating, charging, collecting, and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions and payments and communicating any applicable tax requirements to Customers necessary for them to meet their tax obligations.

6. CONFIDENTIALITY, PRIVACY, SECURITY AND DATA PROTECTION

(a) **Confidentiality.** Information shared under this Agreement is subject to our existing Non-Disclosure Agreement ("NDA"). If no NDA exists, then during the term of this Agreement and for 5 years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor performing services on behalf of the recipient, and only subject to confidentiality terms as protective as this section). This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

(b) **Privacy.**

(i) **Disclosure of Information.** Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Covered Parties and other parties that help Microsoft administer this Agreement. Where required for Microsoft's license administration, incentive program participation, or financial settlement, you will provide the following additional information about transactions with Customers to Microsoft: Customer name and address and system where the Offer is being installed (i.e., Tenant ID and location).

(ii) **Privacy Policy.** You must maintain a privacy policy if: (A) your Offer accesses, collects or transmits any Personal Data to you or a third party; or (B) is otherwise required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers).

(iii) **Contacting Customers.** Microsoft may share Customer contact information with you, which may include Personal Data. The Customer contact information and Personal Data we provide you must be used solely for transactional purposes or to respond to a Customer inquiry about your Offers that are available in the Commercial Marketplace and in accordance with Data Protection Law. You may not use the Customer contact details we provide to direct Customers to purchase your Offer on competing marketplaces. You are responsible for obtaining Customer's consent for any other use, including for marketing purposes, of Customer contact information or Customer Personal Data obtained from Microsoft, and Microsoft will not be responsible or liable for such other use.

(iv) **Roles.** With respect to the Personal Data collected from Customers, you and Microsoft agree that you and Microsoft are not joint controllers, as defined in the GDPR, of the Personal Data that each independently Processes. Microsoft is an independent controller for such purposes and you are an independent controller or a processor to an entity other than Microsoft as applicable based on your relationship established with Customers.

(c) **Compliance with Data Protection Law.** Each party will comply with the obligations imposed on it under all applicable Data Protection Law.

(d) **Security.** Your Offers, network, operating systems and the software of your servers, databases, and computer systems must use reasonable security measures to protect Customer information. Your Offer must not jeopardize or compromise user security, the security of the Commercial Marketplace, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Listing.

(i) **Security Standards.** If your Offer collects credit card information or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard ("PCI DSS").

(ii) **Security Incidents.** You must report known security incidents and vulnerabilities of your Offers at the earliest opportunity by using the following notification [↗](#) process.

7. REPORTING

Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting capabilities available to you through Partner Center will provide aggregate information relating to your Offer downloads and Offer transactions and Microsoft's payments to you under this Agreement.

8. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

(a) **DISCLAIMER OF WARRANTY.** WE PROVIDE THE COMMERCIAL MARKETPLACE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. MICROSOFT MAKES NO WARRANTIES RELATED TO ANY PROGRAMS OFFERED IN CONNECTION WITH OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE COMMERCIAL MARKETPLACE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

(b) **LIMITATION OF LIABILITY.** EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d), TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR FROM INTERRUPTION OF BUSINESS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH

DAMAGES IS BASED, WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

(c) **DAMAGES CAP.** EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d); A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, OR DATA PROTECTION OBLIGATIONS; A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOUR LIABILITY OR THE COVERED PARTIES' AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE GREATER OF: (i) THE TOTAL AMOUNTS YOU RECEIVED OR WERE DUE TO RECEIVE UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS; OR (ii) FIVE THOUSAND (\$5,000) USD.

(d) **Indemnity.** You will defend, indemnify and hold harmless Covered Parties, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your Offer or Offer Assets infringe any proprietary or personal right of a third party; (ii) arising from your breach of this Agreement, (iii) relating to the functionality of, the use of, or the inability to use the Offer, including any claims of product liability or misleading advertising related to the Offer or Offer Assets; or (iv) by any tax authority alleging nonpayment, underpayment, or failure to collect and remit any applicable sales, use, goods and services, value-added or other similar tax (including any associated penalties and interest), except to the extent such claims arise from Microsoft's obligations under this Agreement to collect and remit such taxes under applicable law. The Covered Party will: (A) promptly notify you of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will: (1) reimburse the Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance; and (2) permit the Covered Party, through mutually acceptable counsel, to participate in the defense of such claims. You will not make any settlement or compromise of a claim or admit or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 9.

9. TERM AND TERMINATION

(a) Termination for Convenience. This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.

(b) Effect of Termination. Within 30 days of either party's notice of termination of the Agreement, Microsoft will remove all Listings for your Offers from the Commercial Marketplace, notify existing Customers that the Offer has been removed and may not be used after the Wind-Down Period specified in 10(c), and for Microsoft billed transactions, stop billing Customers for your Offers after the Wind-Down Period. We reserve the right to remove your Offers on an expedited basis if we terminate this Agreement for material breach.

(c) Wind-Down Period. If an Offer is removed, we will continue to bill for usage for 90 days ("**Wind-Down Period**") unless we terminate billing earlier as required by law, to prevent fraud, or to protect Customers. You must continue to provide any services that are part of your Offer to each existing Customer during the Wind-Down Period. You are responsible for terminating any Customer access after the Wind-Down Period.

10. MISCELLANEOUS

(a) Notices.

(i) All notices that you provide to Microsoft under this Agreement must be sent through Partner Center using this link [↗](#).

(ii) For notices to you under this Agreement, you will identify an individual through Partner Center to serve as the primary contact for Partner Center notices and messages. This contact will receive all notices unless you change such contact information through Partner Center.

(b) Assignment. Microsoft may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you to a Microsoft Affiliate. Microsoft may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

(c) Sublicensing and Subcontractors. Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Microsoft will remain obligated under this Agreement for the performance of such third parties

excepting any assumption of responsibility for the administration of any sales, use, goods and services, value-added or other similar tax.

(d) URLs. URLs referenced in this Agreement also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs.

(e) Choice of Law and Venue. This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts. In any action or suit related to this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees.

(f) Miscellaneous. A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or partners, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies. This is the entire Agreement between you and Microsoft in connection with your Listings and Offers on the Commercial Marketplace supersedes any prior agreements. If a court holds that Microsoft cannot enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

11. DEFINITIONS

(a) "Affiliate" means any legal entity that owns, is owned by, or is commonly owned with a party. **"Own"** means more than 50% ownership or the right to direct the management of the entity.

(b) "Biometric Data" means data that is or could be characterized as biometric data under applicable Data Protection Law.

(c) "Certification" means Microsoft's process for testing the compliance of Offers with the applicable Certification Requirements. An Offer is **"Certified"** when: (i) Microsoft (or Microsoft's designated certification provider) confirms that the Offer has completed and

passed the Certification Requirements; and (ii) the Offer is packaged and signed with a Microsoft-issued certificate for those categories of Offers in which Microsoft makes available such Microsoft-issued certificates. For clarity, the Microsoft 365 Certification Program is an additional certification process, as set forth in Addendum C.

(d) "**Certification Requirements**" means the technical, functional, content, and other policy requirements provided by Microsoft, including the Commercial Marketplace certification policies [↗](#).

(e) "**Commercial Marketplace**" means any sales or distribution channel through which you, as a seller of record and not through a reseller, make available content substantially similar to your Offer with similar license terms (e.g., consumption or metered billing, or subscriptions), including direct sales through your own website.

(f) "**Comparable Sales Channels**" means any sales or distribution channel through which you, as a seller of record and not through a reseller, make available content substantially similar to your Offer with similar license terms (e.g., consumption or metered billing, or subscriptions), including direct sales through your own website.

(g) "**Confidential Information**" means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (i) known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

(h) "**Covered Parties**" means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners as described in Addendum B, and network operators that provide billing services for the Commercial Marketplace.

(i) "**Customer**" means an end user who seeks or acquires a right to use or redistribute your Offer.

(j) "**Data Protection Law**" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(k) "**Documentation**" means the Certification Requirements and such other Commercial Marketplace or Microsoft Partner Network materials, and information Microsoft makes available to you from time to time pursuant to this Agreement for your internal use.

(l) "**Listing**" means catalog entry or description of an Offer (including Offer Assets) displayed in the Commercial Marketplace.

(m) "**Microsoft Mark(s)**" means trademarks and services marks, logos, badges and other business identifiers described in the Microsoft Branding Guidelines[☞], including any other trademarks, service marks, logos, and badges that Microsoft identifies in writing as being available for use by you pursuant to the Agreement or Addenda.

(n) "**Offer**" means the offering you submit to Microsoft for evaluation, Certification, and publication through the Commercial Marketplace, including any additional content sold or offered from within such Offer. For clarity, Offers include: (i) contact me Offers, free trial Offers, bring your own license (BYOL) Offers, transactable Offers, and such other Offer types that Microsoft enables on the Commercial Marketplace, (ii) Offer Assets, and (iii) Offer updates.

(o) "**Offer Assets**" means, for each Offer: the Offer name, Offer descriptions, and any titles, images, screenshots, video trailers, user generated content, or other materials you provide to Microsoft in connection with your Offer, including any trademarks, trade dress, or source identifiers contained therein.

(p) "**Partner Center**" means the web portal, currently available at <https://partner.microsoft.com> [☞], or other Microsoft owned and operated interfaces, through which developers; (i) access their Publisher Account; (ii) receive communications from Microsoft relating to the Commercial Marketplace; submit Offers for Certification; and (iv) make Listings available in the Commercial Marketplace.

(q) "**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(r) "**Processing**" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use,

disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "**Process**" and "**Processed**" will have corresponding meanings.

(s) "**Publisher Account**" means a service account for publishing your Offer through Partner Center, which includes a user name and password.

(t) "**Publisher Net Receipts**" means the aggregate amounts collected by Microsoft from Customers for their use of Publisher's Offers for a specific payment period, less any applicable taxes, refunds, and chargebacks (if applicable).

(u) "**Publisher Net Revenue**" means the sum payable by Microsoft to Publisher for Offers purchased directly through the Commercial Marketplace. Publisher Net Revenue is calculated based on the Publisher Net Receipts minus the Store Service Fee.

(v) "**Store Service Fee**" means a fee collected by Microsoft for publishing Listings of your Offers in the Commercial Marketplace, as further described in Section 5(c).

ADDENDUM A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

This Addendum supplements the terms and conditions of the Agreement for certain Offer types. To the extent this Addendum contains additional or different terms than those included in the body of the Agreement, this Addendum will control.

1. VIRTUAL MACHINE IMAGES

(a) **Base Images.** In addition to all other relevant third-party approvals, if your Offer contains virtual machine images ("**Images**") derived from Microsoft or other party ("**Base Images**") (such Offer, an "**Image Offer**"), you are responsible for obtaining any necessary permissions from the owner of the Base Image prior to publishing your Image Offer.

(b) **New Virtual Machine Sizes.** For Image Offers, you will be directed to designate prices based on virtual machine sizes available in Azure at the time of your publication request. Following publication of your Image Offer, if we plan to offer a new virtual machine size (based on the number of cores), we will notify you and provide you with at least 30 days to designate prices for the new virtual machine size. Failure to designate pricing within such time will constitute your designation of prices for the new virtual machine size equal to the rate proportional to the difference in the number of cores between the new virtual machine size compared to the existing virtual machine size(s) then in effect for your Image Offer.

(c) **Virtual Machine Extensions.** Any software or other data installed by your Image Offer, even if retrieved from an external location, is considered an Offer for purposes of this Agreement. You will be responsible, and must provide support to Customers, for any extensions or handlers associated with your Image Offers.

(d) **Inclusion of Microsoft Software Products in Image Offers.** With Microsoft approval, you may include Windows Server, SQL Server and Microsoft Dynamics NAV as part of your Image Offer ("**Microsoft Software Products**"). You must create your Image using a Base Image published by Microsoft in the Commercial Marketplace that consists of the same Microsoft Software Products that you have been authorized to include in your Image Offer. You may not publish an Image that includes copies of Microsoft Software Products that you obtained elsewhere, whether from Microsoft or from a Microsoft reseller. You may not download a Base Image and run copies of any Microsoft Software Products therein outside of Azure for the purpose of creating your Image unless you have valid pre-existing licenses that permit such use.

(i) **No Modification.** You must include complete copies of the Microsoft Software Products in your Image. You may configure the Microsoft Software Products solely as necessary to work with your Offers. You may not modify the Microsoft Software Products in any other way, including reverse engineering, decompiling, or disassembling the Microsoft Software Products, or tampering with any license or activation features in the Microsoft Software Products. You must maintain and not alter, obscure, or remove any copyright or other protective notices, identification, branding, or legends or license terms contained in the Microsoft Software Products. Except as expressly provided, this Agreement does not grant you any right, title, or interest in or to any Microsoft Marks.

(ii) **Excluded Licenses.** You may not take any action that would cause any Microsoft Software Product, or any other Microsoft product, service, or documentation to be governed, in whole or in part, by an Excluded License.

"**Excluded License**" means any license that requires, as a condition of the use, modification, or distribution of software subject to such license, that such software or other software combined or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge. Without limiting the generality of the foregoing, any version of the GNU General Public License ("**GPL**"), Lesser/Library GPL, or Affero GPL will be considered an Excluded License.

(e) **Distribution of Microsoft Software Products in Image Offers.** You may only make Microsoft Software Products within your Image Offer available via the Commercial Marketplace. You may not make the Microsoft Software Products that are part of your

Image Offer available through any other channels. Microsoft alone is the licensor of any Microsoft Software Products included within your Image Offers, and any use by Customers of such Microsoft Software Products is governed by Microsoft's license terms. Nothing in this Agreement grants you the right to license or sublicense any Microsoft Software Products to Customers or any other third parties. The terms of use associated with your Image must make clear that: (i) the rights you grant to Customers extend only to your Offers within the Image and not to any Microsoft Software Products within the Image; (ii) Microsoft is the licensor of any Microsoft Software Products within the Image; and (iii) the Customer's use of any Microsoft Software Products within the Image will be governed by Microsoft's license terms.

(f) Recall of Microsoft Software Products. We may issue a notice of recall of a Microsoft Software Product at any time in our sole discretion for reasons such as, but not limited to, a serious security vulnerability in the Microsoft Software Product. If you receive a notice of recall, you agree to remove any Image Offers that include the impacted Microsoft Software Product from the Commercial Marketplace within 10 business days. Following the notice of recall, we may, but will have no obligation to, make a replacement Microsoft Software Product available to you in place of the recalled Microsoft Software Product.

(g) Termination. Upon termination of this Agreement or removal of your Image Offer from the Commercial Marketplace, your rights under this Addendum will automatically terminate and you must destroy all copies of Microsoft Software Products included in your Image Offer.

(h) Miscellaneous.

(i) ADDITIONAL DISCLAIMER OF WARRANTIES. ALL MICROSOFT SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISK AS TO YOUR USE OF THE MICROSOFT SOFTWARE PRODUCTS, INTEROPERABILITY BETWEEN YOUR OFFERING CONTENTS AND THE MICROSOFT SOFTWARE PRODUCTS, YOUR OFFERING OF IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS, AND CUSTOMERS' USE OF YOUR IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS.

(ii) Support. Microsoft has no obligation under this Agreement to provide technical support to you regarding any Microsoft Software Products or creation of Images that include Microsoft Software Products or to Customers regarding use of any Microsoft Software Products within your Image Offer.

(iii) Export Restrictions. You acknowledge that the Microsoft Software Products are of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all

applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see [Exporting Microsoft Products](#).

2. AZURE APPLICATIONS

(a) **Templates.** If you publish an Azure Resource Manager template ("**ARM Template**") that references another publisher's Offer (a "**Third-Party Offer**"), you may not represent yourself as the publisher of the Third-Party Offer. You also acknowledge and agree that other publishers may reference your Offers in their ARM Templates in a manner consistent with this Agreement. Notwithstanding any inclusion of your Offer in another publisher's ARM Template, you will remain the publisher of your Offer for all Customer deployments of the ARM Template, your terms of use and privacy policy will continue to govern your relationship with such Customers, and such other publisher will not be entitled to any of the Publisher Net Receipts attributable to Customers' use of your Offer.

(b) **Attribution IDs.** Microsoft will insert Customer Usage Attribution IDs into your Azure Application technical payload on your behalf. A "**Customer Usage Attribution ID**" is a digital tag that enables Microsoft to identify and meter usage of resources deployed by your Offer in Customer subscriptions. If your Offer uses ARM APIs or Terraform to deploy Azure resources programmatically, you may also need to insert a Customer Usage Attribution ID into your API calls.

3. PRODUCTS FOR USE IN CUSTOMERS' ON-PREMISES ENVIRONMENT

If you choose to make an Offer available for use in Customer's on-premises environments (e.g., on Azure Stack), we may enable Customers to download and use such Offers in their on-premises environments. You agree that the Customers' acceptance of your terms of use for such Offers will entitle them to use such Offer in their on-premises environments. You acknowledge that you, not Microsoft, are the distributor of such Offer.

4. METERING SERVICES

(a) **Marketplace Metering Service.** If you publish an Offer that requires usage-based billing fees, you can use the Marketplace Metering Service (as defined below). The Marketplace Metering Service allows you to charge Customers based on events

captured within your Offer (the "**Marketplace Metering Service**"). We expect you to transmit usage-based billing data to Microsoft hourly via API, and we will use commercially reasonable efforts to notify you if we have not received usage-based billing data for 72 hours. We reserve the right to mark the usage event as expired if we do not receive usage-based billing data within 24 hours.

(b) Customer Notifications and Support. If you choose to use the Marketplace Metering Service you will be responsible for: (i) notifying Customers that you will collect, generate, and deliver to Microsoft all data related to Customers' usage of the Offer necessary to calculate the applicable usage fees; (ii) reporting such usage accurately to Microsoft; (iii) notifying Customers and Microsoft of any erroneous usage information reported to Microsoft; (iv) resolving any Customer inquiries with respect to usage disputes within 3 business days, and notify Microsoft if a refund to the Customer is necessary; and (v) reviewing usage identified by Microsoft as abnormal within 3 business days. You agree that Microsoft has the right not to bill and collect fees or withhold payouts for any usage information provided more than 24 hours after the close of any billing cycle or any usage-based billing that is detected or otherwise appears to be erroneous.

(c) Recordkeeping and Audits. We reserve the right to: (i) audit your records to verify the reported usage in connection with the Marketplace Metering Service and your compliance with the Agreement; and (ii) suspend your use of the Marketplace Metering Service if you repeatedly submit erroneous usage information to us or fail to resolve Customer inquiries within 3 business days.

5. LICENSE MANAGEMENT SERVICE

(a) Applicability and Eligibility. This Section 5 applies to Offers that use Microsoft's license management service for non-Microsoft published products (the "**License Service**"). Your Offers may be eligible to use the License Service if you participate in the ISV Connect Program. To use the License Service, you must define and maintain in Partner Center the details (including posted pricing) for each plan of your Offer that you want to list, which may require deal registration in Partner Center.

(b) Service Description. The License Service enables: (i) the Publisher to specify the number of licenses of each plan-type (e.g., Bronze, Silver, Gold) for a Customer implementation, (ii) the Customer to consent to installation of the licenses and solution by the publisher in the Customer's tenant, (iii) the Customer to assign its licenses to individual users, and (iv) Microsoft to control or block user use of the solution based on assigned user licenses.

6. MICROSOFT 365 APPLICATIONS

(a) **Private Customizations.** If you choose to make information about your Offer (such as the name, short description, long description, logo, color icon, outline icon, accent color, branding and trade dress elements, developer URL, privacy URL, terms of use URL) to be freely customizable by Customers, you assume all legal risks created by such modifications, including the alternation, deletion, and replacement of your intellectual property, and the changing of any terms of use and privacy statements.

(b) **API Usage Data.** When you connect to our Microsoft 365 Application APIs, we may assess installation and usage metrics of our APIs by your Offers along with basic information about your Offer ("**API Usage Data**"). API Usage Data may be used for internal reporting and business operations, reports we provide to you, and providing recommendation of your Offer to Customers.

ADDENDUM B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS

1. MICROSOFT PARTNER RESELLERS

If you indicate that you want to make your Offers available to indirect channels in Partner Center, you agree to the following terms.

(a) **Indirect Channels.** If Customers purchase your Offer in indirect channels, your sale of the Offers will be to the applicable Microsoft reseller, not Customers. We will bill the Microsoft resellers, as your agents or commissionaires, at the price you have set for a reseller for their Customers' use of your Offers and will collect the Store Service Fee on Publisher Net Receipts for sales to resellers. Such Microsoft resellers will be responsible for setting the prices at which they resell your Offers to their Customers (or to other Microsoft resellers) and for collecting such amounts from their Customers (or Microsoft resellers).

(b) **Limiting Countries/Territories.** If you do not wish to allow an Offer to be resold by Microsoft in a particular country or territory, you must make your Offer unavailable for purchase in such country. Removal of an Offer in any country or territory will apply to both indirect channel sales and direct to customer sales in that country.

(c) **Licensing of Products.** Your terms of use, license agreement, and privacy policy for the Offers will apply to Customers that result from indirect sales.

2. PRODUCTS MADE AVAILABLE IN MICROSOFT RESELLER COUNTRIES

(a) **Generally.** If you make your Offer available in one of the "**Reseller Countries/Regions**" enumerated at Tax details for commercial marketplace publishers [☞](#), then Microsoft shall act as a reseller, rather than your agent, in making your Offer(s) available in the Commercial Marketplace in that country or region only and you agree to the modified and additional terms of this Section 2, solely in connection with the offering and distribution of your Product(s) in such country(ies). Except as expressly provided in this Section 2, the Terms and Conditions in the Agreement apply to the Offer in such country(ies).

(b) **Offer Pricing.** Notwithstanding Section 5 of the Terms and Conditions, when you submit an Offer and choose to make the Offer available as provided in this Section 2, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your Offer available in the Commercial Marketplace in that country.

(c) **Payment Terms and Fees.** Amounts payable to you in connection with the sale of your Offer in the country(ies) referenced in this Section 2 will be calculated and paid to you as provided in the Agreement. However, these amounts will be provided to you as a royalty payment in exchange for the right to sell in such country(ies).

ADDENDUM C: TERMS AND CONDITIONS APPLICABLE TO MICROSOFT 365 CERTIFICATION PROGRAM

MICROSOFT 365 CERTIFICATION PROGRAM

This Addendum C governs your participation in the Microsoft 365 Certification Program, as currently documented at Microsoft 365 Certification Program. This Addendum B applies only if you choose to participate in the Microsoft 365 Certification Program. By submitting your Product for inclusion in the Microsoft 365 Certification Program, you agree to be bound by this Addendum C and the Agreement. To the extent this

Addendum C contains additional or different terms than those included in the body of the Agreement, this Addendum C will control.

1. DEFINITIONS

Capitalized terms not otherwise defined herein have the same meanings provided in the Agreement. The term "**Certification**" as used in this Addendum C refers to certification under the Microsoft 365 Certification Program and does NOT have the same meaning as in the rest of the Agreement.

(a) "**Microsoft 365 Certified Offer**" means an Offer that meets the applicable Microsoft 365 Certification Criteria, as confirmed through the evaluation procedures described in Section 2 below, and that is identified by product name and version and other identifying factors required in the Submission Forms.

(b) "**Microsoft 365 Certification Criteria**" or "**Criteria**" means the security, privacy, compliance controls, and other requirements provided by Microsoft and applicable to your Offer as of the date you submit the Offer for Certification to Microsoft. Depending on the Microsoft Mark, Microsoft 365 Certification Criteria may be published in connection with the Microsoft 365 Certification Program documentation, or may remain unpublished and treated as Confidential Information of Microsoft.

(c) "**Microsoft Mark**" means the Microsoft 365 Certified trademark, the "Works for Teams" badge and any other stylized badges, and or designations Microsoft provides under the Microsoft 365 Certification Program as documented.

(d) "**Submission Forms**" means the forms, questionnaires, or similar documents that Microsoft provides for requesting self-attestation and Certification of Offers.

(e) "**Supporting Evidence**" means documents you provide as evidence that your Offer meets the Criteria, including audit reports, standard operating procedures, incident response plans, penetration test reports, data protection impact assessments, data flow diagrams, and system design or architecture diagrams. With the exception of documents or information you: (i) have otherwise made public, or (ii) consent to being public, we will treat Supporting Evidence as your Confidential Information.

2. SUBMISSION AND EVALUATION OF OFFERS

(a) **Submission.** For each Offer you want to enroll in the Microsoft 365 Certification Program, you must submit the required Submission Forms and provide all information requested by Microsoft in the Submission Forms.

(b) Evaluation. We or our third-party evaluation agents will verify whether your Offer meets the Criteria based on the Supporting Evidence provided by you in the Submission Forms. We will make commercially reasonable efforts to complete the evaluation within a reasonable time.

(c) Request for Information. We or our third-party evaluation agents may, at our sole discretion, request additional information or documentation reasonably necessary to complete the evaluation. Failure to respond to requests for additional information may result in a denial of Certification and enrollment in the Microsoft 365 Certification Program.

(d) Evaluation Results. If the Offer is determined to meet the Criteria, Microsoft or our third-party evaluation agent will notify you in writing that the Offer is certified ("**Notice of Certification**"). In the event that the Offer fails the evaluation, Microsoft or our third-party evaluation agent will report the reason for the failure. Reports provided under this Section 2(d) may be sent by email.

(e) Re-Submission. If an Offer fails evaluation two times (initial evaluation plus one additional re-evaluation of the corrected Offer) Microsoft may reject any subsequent submissions for further evaluation of that same Offer.

(f) Material Changes. In the event of: (i) a modification to the source code or functionality of the Offer, or your internal processes related to the Offer, or any other event that renders the information provided in your Submission Forms materially untrue, or (ii) an update to the Criteria or other aspects of this Addendum that, in Microsoft's sole discretion, require that existing certified Offers be re-evaluated against the updated Criteria, you must promptly, and no later than 30 days after the event, submit a request for re-evaluation, or discontinue the use of the Microsoft Mark in any manner that may imply that the Offer continues to meet the Microsoft 365 Certification Criteria.

(g) Certification Term. Upon receipt of the Notice of Certification, your Offer will be considered a Microsoft 365 Certified Offer for the Certification Term. The "**Certification Term**" expires at the sooner of:

(i) one year from the date of the Notice of Certification;

(ii) within 30 days after a material change as described in Section 2(f), provided however, that if you have submitted a request for re-evaluation within 30 days of the event of material change, the Certification Term will be automatically extended for up to 30 additional days while Microsoft completes the re-evaluation based on the revised information for the Offer. If, at the end of the additional 30-day re-evaluation period, you have not received a renewed Notice of Certification, the Certification Term will immediately cease; or

(iii) termination of the Microsoft 365 Certification Program, termination of the availability of a Microsoft Mark, or suspension or termination of your Offer under the Agreement.

3. MICROSOFT MARK

(a) **Limited License.** Subject to all the terms of this Addendum, we grant you a limited, non-exclusive, non-transferable, worldwide license to use the Microsoft Mark solely (i) in connection with your Microsoft 365 Certified Offer; and (ii) in compliance with Microsoft's Branding Guidelines. We reserve all rights not expressly granted herein.

(b) **Trademark Footnote.** Where you include a trademark footnote to give notice of your own trademarks or third-party trademarks in relation to a Microsoft 365 Certified Offer, you must add the following wording (or wording having equivalent legal effect) to the trademark footnote, when using a Microsoft Mark: *"All other trademarks are the property of their respective owners."*

4. TERM AND TERMINATION

(a) **Term.** For each individual Microsoft 365 Certified Offer, this Addendum shall extend for the Certification Term unless you (i) cease to offer the Microsoft 365 Certified Offer for sale or distribution, or (ii) you or your Microsoft 365 Certified Offer are in material breach of this Addendum

(b) **Cessation of Microsoft Marks Use.** Upon expiration or termination of this Addendum for any reason whatsoever, you will immediately cease all use of the Microsoft Mark. However, unless this Addendum is terminated for your breach, you may distribute then-existing advertising materials containing Microsoft Mark for a period of 120 days.

5. MODIFICATION TO THE MICROSOFT 365 CERTIFICATION PROGRAM

(a) **New Certifications.** Any time you submit an Offer for evaluation pursuant to the Agreement, you agree to be bound by the then-current terms and conditions. If you do not agree with such an update to this Addendum, you have no right to (and must not) submit an Offer for evaluation and certification.

(b) **Impact on Microsoft 365 Certified Offer.**

(i) In the event we update this Addendum, including without limitation the Criteria, after you have already received a Notice of Certification, the existing Notice of Certification will remain valid for the then-existing remainder of the Certification Term except as stated in Section 5(b)(ii).

(ii) If we update the Criteria or other aspects of the Certification that require re-evaluation of your Offer, we will provide you with a written notice (email shall suffice), and you will be required to resubmit your Offer for re-evaluation, or terminate the use of the Microsoft Marks, in accordance with Section 2(f).

ADDENDUM D: COMMERCIAL BENEFITS PROGRAM ADDENDUM

This Commercial Benefits Program Addendum ("**Addendum D**") supplements the Terms and Conditions of the Agreement.

1. THE PROGRAM

Under the Commercial Benefits Program ("**Program**") you may qualify to receive certain benefits ("**Program Benefits**") from Microsoft or its third-party partners or qualify to participate in additional sub-programs.

2. HOW IT WORKS

You will be automatically enrolled in the Program when you make your Offer available through the Commercial Marketplace. Program Benefits may become available from time to time during the Program term.

3. PROGRAM BENEFITS; REQUIREMENTS AND LIMITATIONS

(a) To qualify for many of the Program Benefits, your Offer must be available to transact in our Commercial Marketplace.

(b) **Program Level.**

(i) Some Program Benefits will be made available only to Partners with certain development expertise. For purposes of this Agreement, development expertise will be known as "**Program Level**."

(ii) Your Program Level will be determined by Microsoft, based on criteria such as your existing Offer performance, type of Offer, market relevance of your existing Offers, Customer feedback on your existing Offers, and level of investment and success.

(iii) You may need to provide Microsoft with information about existing Offers that you have on other platforms for Microsoft to determine your Program Level. You may also need to register with a third-party service for Microsoft to verify this information. Microsoft is not responsible for such third-party service. Your use of the third-party service may be subject to that third party's terms and conditions.

(iv) Your Program Level may change during the Program term and will be determined by Microsoft in its sole discretion.

(c) Some Program Benefits may have additional qualifying criteria, which you will need to meet to be eligible for those benefits. Such criteria will be disclosed by Microsoft when the Program Benefits are made available.

(d) Some Program Benefits may be subject to additional terms. By using such Program Benefits, you agree to be bound by these additional terms.

(e) Some Program Benefits may be provided by third parties. Microsoft is not responsible for third party websites, services, or Program Benefits. Your use of such Program Benefits may be subject to that third party's terms and conditions.

(f) Program Benefits may be limited in number, change without notice, and be available for a limited time only or while supplies last. Some Program Benefits may be available in limited geographies and limited languages. Microsoft may substitute Program Benefits with a benefit of equal or greater value in the event supplies of a Program Benefit are exhausted.

4. RIGHT TO CANCEL, TERMINATE, MODIFY, OR SUSPEND

Microsoft may, in its sole discretion, cancel, terminate, modify, or suspend the Program, Program terms or any Program Benefits, in whole or in part. A Program Benefit may be withheld, reduced, or terminated or you may be removed from the Program, at any time and in the sole discretion of Microsoft. Microsoft may exercise its rights under this section for any reason, including, without limitation if you breach any of your obligations under this Addendum D or if you are suspected of committing fraud under

this Program. In the event of such an occurrence Microsoft may post a notice on the Program page.

Microsoft Publisher Agreement 8.0 May 2022 update

Article • 09/06/2022 • 59 minutes to read

Version: 8.0 May 2022 update

Effective date: May 30, 2022 Review our change log.

Thank you for your interest in Listing an Offer on the Commercial Marketplace. This Publisher Agreement ("**Agreement**") governs the relationship between you ("**Publisher**," "**you**," or "**your**") and Microsoft Corporation ("**Microsoft**," "**we**," "**us**" or "**our**") with respect to publishing Listings and making available your Offers on our Commercial Marketplace, along with any use of Partner Center for such purposes.

By publishing (or attempting to publish) a Listing for your Offer in the Commercial Marketplace or using features of Partner Center related to publication on the Commercial Marketplace, you agree to the terms of this Agreement. Microsoft may update this Agreement at any time and will notify you of such changes in Partner Center. By continuing to use your Publisher Account or maintaining your Listing in the Commercial Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your Listings from the Commercial Marketplace and close your Publisher Account.

This Agreement contains terms applicable to the Commercial Marketplace, and the Addenda contains terms for specific Offers, go to market channels, and programs. The Addenda may contain additional or different terms from the body of this Agreement, and in such case, the Addenda will control.

The Agreement consists of:

- the Terms and Conditions;
- Addendum A -- Terms and Conditions Applicable to Specific Offer Types;
- Addendum B -- Terms and Conditions Applicable to Availability of Offers through Microsoft indirect channels and in Reseller Countries and Regions;
- Addendum C -- Terms and Conditions applicable to the Microsoft 365 Certification Program;
- Addendum D -- Commercial Benefits Program; and
- the provisions in any documents or online resources referenced in other parts of this Agreement, including Documentation.

TERMS AND CONDITIONS

1. PUBLISHER ACCOUNT

To publish a Listing and make available Offers in the Commercial Marketplace, you must open a Publisher Account through Partner Center and provide all information required by Microsoft to approve you as a Publisher. Microsoft may use your contact information provided for the Microsoft Partner Network to send you information regarding announcements, programs, updates, and the like for your Publisher Account. You agree that Microsoft may display the contact information (including email address) that you provide us in the Commercial Marketplace for Customer support and transactional purposes. You are responsible for all activity that takes place with your Publisher Account. If you fail to keep your Publisher Account in good standing, Microsoft may revoke your Publisher Account, remove your Listings from the Commercial Marketplace, delete Offer ratings and reviews, retain associated fees (if any), and pursue any other remedies available to Microsoft.

2. PUBLISHING A LISTING FOR YOUR OFFER

(a) **Publishing.** You must submit to Microsoft each Offer that you wish to List, including any Offer Assets and updates. You are solely responsible and liable for the Offer, including all delivery and support. Microsoft may retain copies of the Offer Assets and any other materials you submit with your Offer. Microsoft will not return them, so you must maintain your own backup copies.

(b) **Updates to Offers.** To the extent you make available updates to Offers, those updates are subject to the requirements of this Agreement.

(c) **Certification.** Each Offer is subject to Certification before the Listing for such Offer is published in the Commercial Marketplace. Certification and post-publication assurances, described below, may include Microsoft scanning submitted Offers for identification of security vulnerabilities. Microsoft's Certification of an Offer does not constitute any representation or acknowledgment by Microsoft that the Offer complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability for the Offer.

(d) **Post Publication Assurances.** Once published in the Commercial Marketplace, Microsoft may periodically test and evaluate your Offer to verify that it continues to comply with this Agreement and Documentation. Microsoft may also modify your Listing solely to correct obvious spelling, grammatical or typographical errors.

(e) Removing a Listing. If you wish to remove your Listing, you may do so via your Publisher Account in Microsoft Partner Center. Microsoft will remove the Listing from the applicable Commercial Marketplace and cease making the affected Listing for your Offer available through the Commercial Marketplace.

(f) Microsoft Removal and Disablement Policies. Microsoft may remove or suspend the availability of any Listing for your Offers from the Commercial Marketplace for: (i) your breach of this Agreement (including Documentation); (ii) your termination of this Agreement or of any of the license grants associated with an Offer; (iii) an assertion or claim that your Offer infringes the intellectual property rights of a third party in accordance with our Notice and Takedown process for services [☞](#); (iv) complaint(s) about the content or quality of your Offer; or (v) an allegation of or your violation of any applicable law, regulation, or regulatory guideline. Microsoft also may disable your Offer if: (A) Microsoft determines that the Offer causes harm to Customers or their devices, third parties (including any Covered Parties) or any network; (B) pursuant to a request or instruction from a Customer; or (C) to comply with any judicial order, or government law, regulation, or order.

(g) Infringement Claims. If you believe another Offer or third party content in the Commercial Marketplace violates your rights, you may submit a claim to Microsoft in accordance with our Notice and Takedown process for services [☞](#). If Microsoft refers a claim to you, you will promptly respond and comply with any requirements in the Notice and Takedown process.

(h) Offer Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Offers anywhere in the Commercial Marketplace, except as may be otherwise agreed between you and Microsoft.

(i) Offer Rankings and Ratings. The Commercial Marketplace may allow Customers to comment on and rate Offers and display such comments and ratings on your Offer, including comments and ratings sourced from third parties. Microsoft may make rankings, ratings, or comments publicly available. Microsoft may use those ratings and other data to determine the placement or marketing of Offers in the Commercial Marketplace. You may not attempt to manipulate rankings, ratings or comments for your Offer or any other Offer. Microsoft may remove any rankings, ratings, or comments at its sole discretion and for any reason.

(j) Modification or Discontinuance. The Commercial Marketplace and Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Commercial Marketplace or Partner Center at any time.

3. LICENSES

(a) Grant of Rights to Microsoft. You do not transfer ownership of any Offer or Offer Asset by submitting them to Microsoft to publish a Listing. By submitting an Offer and Offer Assets to create your Listing, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Microsoft, the worldwide, limited, non-exclusive right to: (i) host, install, reproduce, publicly perform and display via any digital transmission technology, your Offer Assets, solely as necessary to operate the Commercial Marketplace, display and manage your Offers, and make available your Offers to Customers; and (ii) access, distribute, and use your Offer solely as necessary to Certify such Offer and as otherwise required by Microsoft to make available your Offer to Customers.

(b) Third-Party Rights/Open-Source Licenses. Your Offer and Offer Assets must not infringe or misappropriate any intellectual property or personal right of any third party. If you license any portion of your Offer from a third party or under any open-source license, you are solely responsible for compliance with those license terms and conditions and ensuring that Microsoft, in its capacity as your agent or commissionaire, has the necessary rights to perform its obligations to you under this Agreement. You are, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances, and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through your Offer), and for undertaking all related reporting obligations.

(c) Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Covered Parties the right to use, reproduce, display, publicly perform and publish your entity name and Offer Assets, in connection with the marketing of the Offer through the Commercial Marketplace and Microsoft and Microsoft Affiliate websites, products, and services related to the Commercial Marketplace. You are the sole owner of your entity name, Offer Assets, and associated goodwill, and the sole beneficiary of the goodwill associated with Microsoft's use of your entity name and Offer Assets. Microsoft will not acquire any right, title, or interest in your entity name and Offer Assets because of its use of them. Microsoft hereby assigns and will assign in the future any rights it may acquire in your entity name or Offer Assets as a result of its use of them under this license, along with the associated goodwill.

(d) Customer Contracts. You, not Microsoft, will license or grant any necessary use rights to your Offers to Customers. You may provide your own contract terms, consistent with any obligations under this Agreement, or you may elect to govern Customers' use of your Offer with the Microsoft Standard Contract (available [here](#)). If you do not provide your own contract terms (or, if you elect to use the Standard Contract), then the

Standard Contract terms will apply between you and Customers. Any contract terms are between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no right or license to your Offers through the operation of the Commercial Marketplace or through enabling you to provide Offers through the Commercial Marketplace.

(e) License to Microsoft Marks. While you have a Listing, Microsoft grants you a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license to use the Microsoft Marks in connection with advertising for your Offer, solely as described in the Microsoft Marketing Guidelines [☞](#) and in compliance with the General Microsoft Trademark and Brand Guidelines [☞](#). You will correct any misuse of Microsoft Marks upon Microsoft's notice and will cease using Microsoft Marks if you fail to correct such misuse. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title, or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

(f) Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party's intellectual property. Each party reserves all rights not expressly granted in this Agreement.

4. OFFER REQUIREMENTS

(a) General Requirements. Your Offer and Offer Assets must comply with this Agreement and the Documentation.

(b) Local Law. The Offer, Offer Assets, and your marketing of the Offer must comply with the applicable laws of each territory or country in which you elect to make the Offer available. This includes applicable: (i) Data Protection Law; (ii) telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Offer; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Offer, you must provide those in the Offer description field (unless they are provided elsewhere in your Listing). The Commercial

Marketplace product description pages may include your full contact information and information about in-Offer purchases available in an Offer. You must make such notices sufficiently prominent as is required by local law. You must disclose to Microsoft any controlled technology employed, used or supported by your Offer that may impose any legal obligations or requirements on Microsoft. You must inform Microsoft of such legal obligations and requirements, and take any action if necessary for Microsoft to comply with its legal obligations. You may not use the Commercial Marketplace or any services or tools made available for the development of Offers for, or to permit others to carry out, any illegal activity or breach of contract.

(c) Support. Microsoft is not responsible for providing support for your Offers. You must provide to Microsoft current technical and billing support contacts via e-mail and phone for when Microsoft receives technical or billing questions from Customers about your Offer. You will use best efforts to respond to any inquiry received by Microsoft about your Offer. You will ensure that any support options described in your Listing remain available to Customers for as long as the relevant Offer is available on the Commercial Marketplace and/or to Customers.

5. ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

(a) Appointment of Microsoft.

(i) You acknowledge that you, not Microsoft, are the distributor of Offers acquired through the Commercial Marketplace. You appoint Microsoft as your agent or commissionaire, as applicable, for the purpose of facilitating Customer purchases through the Commercial Marketplace. In this role, you acknowledge that: (A) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any of your Offers through the Commercial Marketplace; (B) Microsoft's services to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of your Offers; and (C) Microsoft will make payments to you in accordance with this Section 5. You grant Microsoft the right to appoint any Covered Parties (solely as required to administer value-added tax ("VAT") obligations and for collection and payout of applicable fees made under this Agreement) as sub-agents and also grant any Covered Party appointed by Microsoft the right to appoint other Covered Parties as sub-agents.

(ii) For any transactions that involve a purchase of your Offer by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection

requirements in Australia for such purchase, to Microsoft Regional Sales Pte. Ltd., located at 182 Cecil Street, #13-01, Frasers Tower, Singapore 069547 ("MRS"), or Microsoft Pty Ltd, located at Denison St., North Sydney, New South Wales, 2060 Australia ("MPL"). You and MRS or MPL (as the case may be) agree for purposes of Section 84-60 of A New Tax System (Goods and Services Tax) Act 1999 (the "AU GST Act"): (A) Section 84-55 of the AU GST Act applies to sales of your Offers made available by you through the Commercial Marketplace as if such sales were an inbound intangible consumer supply; and (B) for the purposes of the AU GST Act, MRS or MPL (as the case may be) is treated as the supplier of and as making the supply for consideration for which it was made.

(iii) For any transactions that involve a purchase of your Offer by a New Zealand Customer (as determined by Microsoft), where Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand for such purchase, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("MSNZ"), you understand and agree to such assignment. You and MSNZ agree: (A) for the purposes of Section 60(1AB) of the Goods and Services Tax Act 1985 ("NZ GST Act") MSNZ, and not you, are treated as making the supply of your Offer to Customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (B) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your Offer to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (1) a supply of goods and services from you to MSNZ; and (2) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply.

(iv) Microsoft acts as a reseller, rather than your agent, in making your Offers available in the Commercial Marketplace in the country(ies) enumerated at: Tax details for commercial marketplace publishers [☞](#), and as further described in Section 2 of Addendum B.

(b) Offer Pricing. When you submit a transactable Offer for publication, you will designate the price (if any) to be charged to Customers for use of your Offer. The publishing portal may direct you to designate prices for different Offer SKUs, geographies, currencies, or other aspects of your Offer. Microsoft will convert the prices from the currency a Customer pays with to your elected payment currency at the exchange rate we make available to you, as described in Geographic Availability and Currency Support. If you wish to set a different price for a market from Microsoft's

exchange rate price, you may change the price for that market. Microsoft may change its supported currencies or the default currencies for certain markets after providing you 30 days' notice of any such changes.

(c) Publisher Net Revenue. Amounts payable to you will be based on the Publisher Net Receipts minus the applicable Store Service Fee. The applicable Store Service Fee, which will be charged by Microsoft, or in Microsoft's sole discretion, by a Microsoft Affiliate, is provided at Commercial Marketplace Fees [↗](#). Microsoft will provide no less than 90 days' notice prior to an increase to the Store Service Fee. For clarity, Publisher Net Revenue only applies to Offers purchased directly through the Commercial Marketplace and excludes purchases outside of the Commercial Marketplace. We will include a transaction report along with payments made to you hereunder that reflects the calculation of Publisher Net Revenue and the number of purchased Offers used or downloaded by Customers during the relevant payment period, as applicable.

(d) Payment to Publishers. We will pay you applicable Publisher Net Revenues within each payment period, as specified at Payout Schedules and Processes [↗](#).

(e) Payment Processing. Microsoft will pay you Publisher Net Revenues in accordance with Microsoft's then-current payment policies and in the manner you indicate during the Publisher Account setup, which may include checks payable to you and sent via U.S. mail or ACH electronic payment to a financial institution that you designate. You must provide Microsoft (or our third-party payment processor) with all financial, tax, and banking information requested so that we can pay you under this Agreement. Your failure to keep such information current and accurate may result in Microsoft's removal of your Offer from the Commercial Marketplace and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for your Offer when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to the Offer. Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then-current conversion rates for United States Dollars ("USD"). The amount you receive will depend on the rates and fees imposed by your financial institution and on any applicable tax withholding requirements, and will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft.

(f) Refund, Reconciliation, and Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Offer, including the full refund and chargeback amounts paid or credited to Customers. Refunds and chargebacks processed after you receive the payments will be debited against your account. If

Microsoft is unable to collect payments from the Customer, Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. For clarity, if Microsoft provides you payment of the Publisher Net Revenue in advance of receiving such payment from the Customer, and the Customer does not pay Microsoft, Microsoft may offset any such amounts paid and request a refund of any such prepaid amounts from you.

(g) Payments Post Removal or Suspension. Microsoft will pay you the amounts owed (if any) that accrued before removal or suspension of your Offer unless your Offer is removed or suspended in accordance with Section 1 or Section 2(f) of this Agreement. Microsoft's termination and suspension rights are without prejudice to any other rights and remedies available to Microsoft.

(h) Taxes on Payments. You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any Store Service Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you: (i) hereby represent and warrant that your services are not provided in the U.S.; or (ii) must notify Microsoft via e-mail to us_services_notify@microsoft.com that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and, as required and solely to the extent within Microsoft's ability, as determined in its sole discretion, to obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Offer, the amount to be paid by Microsoft to you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (A) are required to be registered for Australian Goods Services Tax ("AU GST"); (B) must provide Microsoft with your Australian Business Number; and (C) must affirm that you are AU GST registered when setting up your Publisher Account. If you are located in New Zealand and wish to submit paid Offers to the Commercial

Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (1) are required to be registered for New Zealand Goods and Services Tax ("NZ GST"); and (2) must affirm that you are NZ GST registered when setting up your Publisher Account. If you are in a country that recognizes a sale to Microsoft as a taxable supply for VAT/GST purposes, that supply is deemed to be made to Microsoft exclusive of VAT. Microsoft makes no warranty that its collection of taxes as related to agency transactions in applicable countries (as further described in Section 5(i)) discharges you from your own tax obligations.

(i) Taxes on Offer Transactions. Each of your and Microsoft's responsibilities for calculating, charging, collecting and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are available at Tax details for Microsoft commercial marketplace [↗](#). If you use a third-party payment processor for transactions in your Offer, you are responsible for calculating, charging, collecting, and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions and payments and communicating any applicable tax requirements to Customers necessary for them to meet their tax obligations. Microsoft makes no warranties that Microsoft's or its Covered Parties' actions will completely satisfy your obligations in applicable countries/jurisdictions. You are solely responsible for (i) determining whether you have any tax obligations in any country/jurisdiction, and (ii) appropriately identifying the content type for, and providing accurate information to Microsoft with respect to, any content you offer or sell from within your Offer. Microsoft is not responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your Offer. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, including the authorization of Microsoft to grant Customers the ability to contact you to obtain any required tax invoices.

6. WARRANTIES

You represent and warrant to Microsoft that:

- (a) you have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement;
- (b) if you are a business or other legal entity, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement;

- (c) your Offer and Offer Assets, together with all advertising or other materials accessible from or that provide access to your Offer comply with and will continue to comply with all requirements of this Agreement;
- (d) if you are registered as a Microsoft partner, your performance under this Agreement will comply with the Microsoft Partner Code of Conduct [↗](#);
- (e) the Listing, distribution, and monetization of your Offer in the Commercial Marketplace does not and will not violate any agreements to which you are a party or of which you are otherwise aware. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your Offer available in the Commercial Marketplace in compliance with this Agreement and for your Offer to access any Internet-based or Microsoft-provided services, if any, to which the Offer enables access; and
- (f) the information you provide to Microsoft under or in connection with this Agreement is true, accurate, current, and complete.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND DATA PROTECTION

(a) **Confidentiality.** Information shared under this Agreement is subject to our existing Non-Disclosure Agreement ("**NDA**"). If no NDA exists, then during the term of this Agreement and for 5 years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor performing services on behalf of the recipient, and only subject to confidentiality terms as protective as this section). This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

(b) **Privacy.**

(i) **Disclosure of Information.** Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Covered Parties and other parties that help Microsoft administer this Agreement. Where required for Microsoft's license administration, incentive program participation, or financial settlement, you will provide the following additional information about transactions with Customers to Microsoft: Customer name and address and system where the Offer is being installed (i.e., Tenant ID and location).

(ii) **Privacy Policy.** You must maintain a privacy policy if: (A) your Offer accesses, collects or transmits any Personal Data to you or a third party; or (B) is otherwise

required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers).


(iii) Contacting Customers. Microsoft may share Customer contact information with you, which may include Personal Data. The Customer contact information and Personal Data we provide you must be used solely for transactional purposes or to respond to a Customer inquiry about your Offers that are available in the Commercial Marketplace and in accordance with Data Protection Law. You may not use the Customer contact details we provide to direct Customers to purchase your Offer on competing marketplaces. You are responsible for obtaining Customer's consent for any other use, including for marketing purposes, of Customer contact information or Customer Personal Data obtained from Microsoft, and Microsoft will not be responsible or liable for such other use.

(iv) Roles. With respect to the Personal Data collected from Customers, you and Microsoft agree that you and Microsoft are not joint controllers, as defined in the GDPR, of the Personal Data that each independently Processes. Microsoft is an independent controller for such purposes and you are an independent controller or a processor to an entity other than Microsoft as applicable based on your relationship established with Customers.

(c) Compliance with Data Protection Law. Each party will comply with the obligations imposed on it under all applicable Data Protection Law.

(d) Security. Your Offers, network, operating systems and the software of your servers, databases, and computer systems must use reasonable security measures to protect Customer information. Your Offer must not jeopardize or compromise user security, the security of the Commercial Marketplace, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Listing.

(i) Security Standards. If your Offer collects credit card information or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard ("PCI DSS").

(ii) Security Incidents. You must report known security incidents and vulnerabilities of your Offers at the earliest opportunity by using the following notification  process.

8. REPORTING

Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting capabilities available to you through Partner Center will provide aggregate information relating to your Offer downloads and Offer transactions and Microsoft's payments to you under this Agreement.

9. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

(a) **DISCLAIMER OF WARRANTY.** WE PROVIDE THE COMMERCIAL MARKETPLACE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. MICROSOFT MAKES NO WARRANTIES RELATED TO ANY PROGRAMS OFFERED IN CONNECTION WITH OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE COMMERCIAL MARKETPLACE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

(b) **LIMITATION OF LIABILITY.** EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d), TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR FROM INTERRUPTION OF BUSINESS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

(c) **DAMAGES CAP.** EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d); A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, OR DATA PROTECTION OBLIGATIONS; A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT

WILL YOUR LIABILITY OR THE COVERED PARTIES' AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE GREATER OF: (i) THE TOTAL AMOUNTS YOU RECEIVED OR WERE DUE TO RECEIVE UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS; OR (ii) FIVE THOUSAND (\$5,000) USD.

(d) Indemnity. You will defend, indemnify and hold harmless Covered Parties, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your Offer or Offer Assets infringe any proprietary or personal right of a third party; (ii) arising from your breach of this Agreement, (iii) relating to the functionality of, the use of, or the inability to use the Offer, including any claims of product liability or misleading advertising related to the Offer or Offer Assets; or (iv) by any tax authority alleging nonpayment, underpayment, or failure to collect and remit any applicable sales, use, goods and services, value-added or other similar tax (including any associated penalties and interest), except to the extent such claims arise from Microsoft's obligations under this Agreement to collect and remit such taxes under applicable law. The Covered Party will: (A) promptly notify you of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will: (1) reimburse the Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance; and (2) permit the Covered Party, through mutually acceptable counsel, to participate in the defense of such claims. You will not make any settlement or compromise of a claim or admit or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 9.

10. TERM AND TERMINATION

(a) Termination for Convenience. This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.

(b) Effect of Termination. Within 30 days of either party's notice of termination of the Agreement, Microsoft will remove all Listings for your Offers from the Commercial Marketplace, notify existing Customers that the Offer has been removed and may not be used after the Wind-Down Period specified in 10(c), and for Microsoft billed transactions, stop billing Customers for your Offers after the Wind-Down Period. We

reserve the right to remove your Offers on an expedited basis if we terminate this Agreement for material breach.

(c) **Wind-Down Period.** If an Offer is removed, we will continue to bill for usage for 90 days ("**Wind-Down Period**") unless we terminate billing earlier as required by law, to prevent fraud, or to protect Customers. You must continue to provide any services that are part of your Offer to each existing Customer during the Wind-Down Period. You are responsible for terminating any Customer access after the Wind-Down Period.

11. MISCELLANEOUS

(a) Notices.

(i) All notices that you provide to Microsoft under this Agreement must be sent through Partner Center using this link [link](#).

(ii) For notices to you under this Agreement, you will identify an individual through Partner Center to serve as the primary contact for Partner Center notices and messages. This contact will receive all notices unless you change such contact information through Partner Center.

(b) **Assignment.** Microsoft may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you to a Microsoft Affiliate. Microsoft may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

(c) **Sublicensing and Subcontractors.** Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Microsoft will remain obligated under this Agreement for the performance of such third parties excepting any assumption of responsibility for the administration of any sales, use, goods and services, value-added or other similar tax.

(d) **URLs.** URLs referenced in this Agreement also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs.

(e) **Choice of Law and Venue.** This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither

party will claim lack of personal jurisdiction or forum non conveniens in these courts. In any action or suit related to this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees.

(f) **Miscellaneous.** A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or partners, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies. This is the entire Agreement between you and Microsoft in connection with your Listings and Offers on the Commercial Marketplace supersedes any prior agreements. If a court holds that Microsoft cannot enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

12. DEFINITIONS

(a) **"Affiliate"** means any legal entity that owns, is owned by, or is commonly owned with a party. **"Own"** means more than 50% ownership or the right to direct the management of the entity.

(b) **"Certification"** means Microsoft's process for testing the compliance of Offers with the applicable Certification Requirements. An Offer is **"Certified"** when: (i) Microsoft (or Microsoft's designated certification provider) confirms that the Offer has completed and passed the Certification Requirements; and (ii) the Offer is packaged and signed with a Microsoft-issued certificate for those categories of Offers in which Microsoft makes available such Microsoft-issued certificates. For clarity, the Microsoft 365 Certification Program is an additional certification process, as set forth in Addendum C.

(c) **"Certification Requirements"** means the technical, functional, content, and other policy requirements provided by Microsoft, including the Commercial Marketplace certification policies [\[2\]](#).

(d) **"Commercial Marketplace"** means Azure Marketplace, Microsoft AppSource, and any Microsoft owned or operated endpoints that point to those storefronts through which Listings of your Offers may be made available to Customers, including any updates or successors (however named) to such storefronts.

(e) **"Confidential Information"** means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (i) known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

(f) **"Covered Parties"** means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners as described in Addendum B, and network operators that provide billing services for the Commercial Marketplace.

(g) **"Customer"** means an end user who seeks or acquires a right to use or redistribute your Offer.

(h) **"Data Protection Law"** means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(i) **"Documentation"** means the Certification Requirements and such other Commercial Marketplace or Microsoft Partner Network materials, and information Microsoft makes available to you from time to time pursuant to this Agreement for your internal use.

(j) **"Listing"** means catalog entry or description of an Offer (including Offer Assets) displayed in the Commercial Marketplace.

(k) **"Microsoft Mark(s)"** means trademarks and services marks, logos, badges and other business identifiers described in the Microsoft Branding Guidelines²⁷, including any other trademarks, service marks, logos, and badges that Microsoft identifies in writing as being available for use by you pursuant to the Agreement or Addenda.

(l) **"Offer"** means the offering you submit to Microsoft for evaluation, Certification, and publication through the Commercial Marketplace, including any additional content sold or offered from within such Offer. For clarity, Offers include: (i) contact me Offers, free trial Offers, bring your own license (BYOL) Offers, transactable Offers, and such other Offer types that Microsoft enables on the Commercial Marketplace, (ii) Offer Assets, and (iii) Offer updates.

(m) **"Offer Assets"** means, for each Offer: the Offer name, Offer descriptions, and any titles, images, screenshots, video trailers, user generated content, or other materials you provide to Microsoft in connection with your Offer, including any trademarks, trade dress, or source identifiers contained therein.

(n) ******Partner Center** means the web portal, currently available at <https://partner.microsoft.com> ²⁷, or other Microsoft owned and operated interfaces, through which developers; (i) access their Publisher Account; (ii) receive communications from Microsoft relating to the Commercial Marketplace; submit Offers for Certification; and (iv) make Listings available in the Commercial Marketplace.

(o) **"Personal Data"** means any information relating to an identified or identifiable natural person ("**Data Subject**") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(p) **"Processing"** means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "**Process**" and "**Processed**" will have corresponding meanings.

(q) **"Publisher Account"** means a service account for publishing your Offer through Partner Center, which includes a user name and password.

(r) **"Publisher Net Receipts"** means the aggregate amounts collected by Microsoft from Customers for their use of Publisher's Offers for a specific payment period, less any applicable taxes, refunds, and chargebacks (if applicable).

(s) **"Publisher Net Revenue"** means the sum payable by Microsoft to Publisher for Offers purchased directly through the Commercial Marketplace. Publisher Net Revenue is calculated based on the Publisher Net Receipts minus the Store Service Fee.

(t) **"Store Service Fee"** means a fee collected by Microsoft for publishing Listings of your Offers in the Commercial Marketplace, as further described in Section 5(c).

ADDENDUM A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

This Addendum supplements the terms and conditions of the Agreement for certain Offer types. To the extent this Addendum contains additional or different terms than those included in the body of the Agreement, this Addendum will control.

1. VIRTUAL MACHINE IMAGES

(a) **Base Images.** In addition to all other relevant third-party approvals, if your Offer contains virtual machine images ("**Images**") derived from Microsoft or other party ("**Base Images**") (such Offer, an "**Image Offer**"), you are responsible for obtaining any necessary permissions from the owner of the Base Image prior to publishing your Image Offer.

(b) **New Virtual Machine Sizes.** For Image Offers, you will be directed to designate prices based on virtual machine sizes available in Azure at the time of your publication request. Following publication of your Image Offer, if we plan to offer a new virtual machine size (based on the number of cores), we will notify you and provide you with at least 30 days to designate prices for the new virtual machine size. Failure to designate pricing within such time will constitute your designation of prices for the new virtual machine size equal to the rate proportional to the difference in the number of cores between the new virtual machine size compared to the existing virtual machine size(s) then in effect for your Image Offer.

(c) **Virtual Machine Extensions.** Any software or other data installed by your Image Offer, even if retrieved from an external location, is considered an Offer for purposes of this Agreement. You will be responsible, and must provide support to Customers, for any extensions or handlers associated with your Image Offers.

(d) **Inclusion of Microsoft Software Products in Image Offers.** With Microsoft approval, you may include Windows Server, SQL Server and Microsoft Dynamics NAV as part of your Image Offer ("**Microsoft Software Products**"). You must create your Image using a Base Image published by Microsoft in the Commercial Marketplace that consists of the same Microsoft Software Products that you have been authorized to include in your Image Offer. You may not publish an Image that includes copies of Microsoft Software Products that you obtained elsewhere, whether from Microsoft or from a Microsoft reseller. You may not download a Base Image and run copies of any Microsoft Software Products therein outside of Azure for the purpose of creating your Image unless you have valid pre-existing licenses that permit such use.

(i) **No Modification.** You must include complete copies of the Microsoft Software Products in your Image. You may configure the Microsoft Software Products solely as necessary to work with your Offers. You may not modify the Microsoft Software Products in any other way, including reverse engineering, decompiling, or disassembling the Microsoft Software Products, or tampering with any license or activation features in the Microsoft Software Products. You must maintain and not alter, obscure, or remove any copyright or other protective notices, identification, branding, or legends or license terms contained in the Microsoft Software Products. Except as expressly provided, this Agreement does not grant you any right, title, or interest in or to any Microsoft Marks.

(ii) **Excluded Licenses.** You may not take any action that would cause any Microsoft Software Product, or any other Microsoft product, service, or documentation to be governed, in whole or in part, by an Excluded License. "**Excluded License**" means any license that requires, as a condition of the use, modification, or distribution of software subject to such license, that such software or other software combined or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge. Without limiting the generality of the foregoing, any version of the GNU General Public License ("**GPL**"), Lesser/Library GPL, or Affero GPL will be considered an Excluded License.

(e) **Distribution of Microsoft Software Products in Image Offers.** You may only make Microsoft Software Products within your Image Offer available via the Commercial Marketplace. You may not make the Microsoft Software Products that are part of your Image Offer available through any other channels. Microsoft alone is the licensor of any Microsoft Software Products included within your Image Offers, and any use by Customers of such Microsoft Software Products is governed by Microsoft's license terms. Nothing in this Agreement grants you the right to license or sublicense any Microsoft Software Products to Customers or any other third parties. The terms of use associated with your Image must make clear that: (i) the rights you grant to Customers extend only to your Offers within the Image and not to any Microsoft Software Products within the Image; (ii) Microsoft is the licensor of any Microsoft Software Products within the Image; and (iii) the Customer's use of any Microsoft Software Products within the Image will be governed by Microsoft's license terms.

(f) **Recall of Microsoft Software Products.** We may issue a notice of recall of a Microsoft Software Product at any time in our sole discretion for reasons such as, but not limited to, a serious security vulnerability in the Microsoft Software Product. If you receive a notice of recall, you agree to remove any Image Offers that include the impacted Microsoft Software Product from the Commercial Marketplace within 10

business days. Following the notice of recall, we may, but will have no obligation to, make a replacement Microsoft Software Product available to you in place of the recalled Microsoft Software Product.

(g) Termination. Upon termination of this Agreement or removal of your Image Offer from the Commercial Marketplace, your rights under this Addendum will automatically terminate and you must destroy all copies of Microsoft Software Products included in your Image Offer.

(h) Miscellaneous.

(i) ADDITIONAL DISCLAIMER OF WARRANTIES. ALL MICROSOFT SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISK AS TO YOUR USE OF THE MICROSOFT SOFTWARE PRODUCTS, INTEROPERABILITY BETWEEN YOUR OFFERING CONTENTS AND THE MICROSOFT SOFTWARE PRODUCTS, YOUR OFFERING OF IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS, AND CUSTOMERS' USE OF YOUR IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS.

(ii) Support. Microsoft has no obligation under this Agreement to provide technical support to you regarding any Microsoft Software Products or creation of Images that include Microsoft Software Products or to Customers regarding use of any Microsoft Software Products within your Image Offer.

(iii) Export Restrictions. You acknowledge that the Microsoft Software Products are of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see [Exporting Microsoft Products](#).

2. AZURE APPLICATIONS

(a) Templates. If you publish an Azure Resource Manager template ("ARM Template") that references another publisher's Offer (a "Third-Party Offer"), you may not represent yourself as the publisher of the Third-Party Offer. You also acknowledge and agree that other publishers may reference your Offers in their ARM Templates in a manner consistent with this Agreement. Notwithstanding any inclusion of your Offer in another publisher's ARM Template, you will remain the publisher of your Offer for all Customer deployments of the ARM Template, your terms of use and privacy policy will continue to govern your relationship with such Customers, and such other publisher will not be

entitled to any of the Publisher Net Receipts attributable to Customers' use of your Offer.

(b) Attribution IDs. Microsoft will insert Customer Usage Attribution IDs into your Azure Application technical payload on your behalf. A "**Customer Usage Attribution ID**" is a digital tag that enables Microsoft to identify and meter usage of resources deployed by your Offer in Customer subscriptions. If your Offer uses ARM APIs or Terraform to deploy Azure resources programmatically, you may also need to insert a Customer Usage Attribution ID into your API calls.

3. PRODUCTS FOR USE IN CUSTOMERS' ON-PREMISES ENVIRONMENT

If you choose to make an Offer available for use in Customer's on-premises environments (e.g., on Azure Stack), we may enable Customers to download and use such Offers in their on-premises environments. You agree that the Customers' acceptance of your terms of use for such Offers will entitle them to use such Offer in their on-premises environments. You acknowledge that you, not Microsoft, are the distributor of such Offer.

4. METERING SERVICES

(a) Marketplace Metering Service. If you publish an Offer that requires usage-based billing fees, you can use the Marketplace Metering Service (as defined below). The Marketplace Metering Service allows you to charge Customers based on events captured within your Offer (the "**Marketplace Metering Service**"). We expect you to transmit usage-based billing data to Microsoft hourly via API, and we will use commercially reasonable efforts to notify you if we have not received usage-based billing data for 72 hours. We reserve the right to mark the usage event as expired if we do not receive usage-based billing data within 24 hours.

(b) Customer Notifications and Support. If you choose to use the Marketplace Metering Service you will be responsible for: (i) notifying Customers that you will collect, generate, and deliver to Microsoft all data related to Customers' usage of the Offer necessary to calculate the applicable usage fees; (ii) reporting such usage accurately to Microsoft; (iii) notifying Customers and Microsoft of any erroneous usage information reported to Microsoft; (iv) resolving any Customer inquiries with respect to usage disputes within 3 business days, and notify Microsoft if a refund to the Customer is necessary; and (v) reviewing usage identified by Microsoft as abnormal within 3 business days. You agree that Microsoft has the right not to bill and collect fees or withhold payouts for any usage information provided more than 24 hours after the close of any

billing cycle or any usage-based billing that is detected or otherwise appears to be erroneous.

(c) **Recordkeeping and Audits.** We reserve the right to: (i) audit your records to verify the reported usage in connection with the Marketplace Metering Service and your compliance with the Agreement; and (ii) suspend your use of the Marketplace Metering Service if you repeatedly submit erroneous usage information to us or fail to resolve Customer inquiries within 3 business days.

5. LICENSE MANAGEMENT SERVICE

(a) **Applicability and Eligibility.** This Section 5 applies to Offers that use Microsoft's license management service for non-Microsoft published products (the "**License Service**"). Your Offers may be eligible to use the License Service if you participate in the ISV Connect Program. To use the License Service, you must define and maintain in Partner Center the details (including posted pricing) for each plan of your Offer that you want to list, which may require deal registration in Partner Center.

(b) **Service Description.** The License Service enables: (i) the Publisher to specify the number of licenses of each plan-type (e.g., Bronze, Silver, Gold) for a Customer implementation, (ii) the Customer to consent to installation of the licenses and solution by the publisher in the Customer's tenant, (iii) the Customer to assign its licenses to individual users, and (iv) Microsoft to control or block user use of the solution based on assigned user licenses.

6. MICROSOFT 365 PRIVATE CUSTOMIZATIONS

If you choose to make information about your Offer (such as the name, short description, long description, logo, color icon, outline icon, accent color, branding and trade dress elements, developer URL, privacy URL, terms of use URL) to be freely customizable by Customers, you assume all legal risks created by such modifications, including the alternation, deletion, and replacement of your intellectual property, and the changing of any terms of use and privacy statements.

ADDENDUM B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS

1. MICROSOFT PARTNER RESELLERS

If you indicate that you want to make your Offers available to indirect channels in Partner Center, you agree to the following terms.

(a) **Indirect Channels.** If Customers purchase your Offer in indirect channels, your sale of the Offers will be to the applicable Microsoft reseller, not Customers. We will bill the Microsoft resellers, as your agents or commissionaires, at the price you have set for a reseller for their Customers' use of your Offers and will collect the Store Service Fee on Publisher Net Receipts for sales to resellers. Such Microsoft resellers will be responsible for setting the prices at which they resell your Offers to their Customers (or to other Microsoft resellers) and for collecting such amounts from their Customers (or Microsoft resellers).

(b) **Limiting Countries/Territories.** If you do not wish to allow an Offer to be resold by Microsoft in a particular country or territory, you must make your Offer unavailable for purchase in such country. Removal of an Offer in any country or territory will apply to both indirect channel sales and direct to customer sales in that country.

(c) **Licensing of Products.** Your terms of use, license agreement, and privacy policy for the Offers will apply to Customers that result from indirect sales.

2. PRODUCTS MADE AVAILABLE IN MICROSOFT RESELLER COUNTRIES

(a) **Generally.** If you make your Offer available in one of the "Reseller Countries/Regions" enumerated at Tax details for commercial marketplace publishers [↗](#), then Microsoft shall act as a reseller, rather than your agent, in making your Offer(s) available in the Commercial Marketplace in that country or region only and you agree to the modified and additional terms of this Section 2, solely in connection with the offering and distribution of your Product(s) in such country(ies). Except as expressly provided in this Section 2, the Terms and Conditions in the Agreement apply to the Offer in such country(ies).

(b) **Offer Pricing.** Notwithstanding Section 5 of the Terms and Conditions, when you submit an Offer and choose to make the Offer available as provided in this Section 2, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your Offer available in the Commercial Marketplace in that country.

(c) **Payment Terms and Fees.** Amounts payable to you in connection with the sale of your Offer in the country(ies) referenced in this Section 2 will be calculated and paid to you as provided in the Agreement. However, these amounts will be provided to you as a royalty payment in exchange for the right to sell in such country(ies).

ADDENDUM C: TERMS AND CONDITIONS APPLICABLE TO MICROSOFT 365 CERTIFICATION PROGRAM

MICROSOFT 365 CERTIFICATION PROGRAM

This Addendum C governs your participation in the Microsoft 365 Certification Program, as currently documented at Microsoft 365 Certification Program. This Addendum B applies only if you choose to participate in the Microsoft 365 Certification Program. By submitting your Product for inclusion in the Microsoft 365 Certification Program, you agree to be bound by this Addendum C and the Agreement. To the extent this Addendum C contains additional or different terms than those included in the body of the Agreement, this Addendum C will control.

1. DEFINITIONS

Capitalized terms not otherwise defined herein have the same meanings provided in the Agreement. The term "**Certification**" as used in this Addendum C refers to certification under the Microsoft 365 Certification Program and does NOT have the same meaning as in the rest of the Agreement.

(a) "**Microsoft 365 Certified Offer**" means an Offer that meets the applicable Microsoft 365 Certification Criteria, as confirmed through the evaluation procedures described in Section 2 below, and that is identified by product name and version and other identifying factors required in the Submission Forms.

(b) "**Microsoft 365 Certification Criteria**" or "**Criteria**" means the security, privacy, compliance controls, and other requirements provided by Microsoft and applicable to your Offer as of the date you submit the Offer for Certification to Microsoft. Depending on the Microsoft Mark, Microsoft 365 Certification Criteria may be published in connection with the Microsoft 365 Certification Program documentation, or may remain unpublished and treated as Confidential Information of Microsoft.

(c) "**Microsoft Mark**" means the Microsoft 365 Certified trademark, the "Works for Teams" badge and any other stylized badges, and or designations Microsoft provides

under the Microsoft 365 Certification Program as documented.

(d) **"Submission Forms"** means the forms, questionnaires, or similar documents that Microsoft provides for requesting self-attestation and Certification of Offers.

(e) **"Supporting Evidence"** means documents you provide as evidence that your Offer meets the Criteria, including audit reports, standard operating procedures, incident response plans, penetration test reports, data protection impact assessments, data flow diagrams, and system design or architecture diagrams. With the exception of documents or information you: (i) have otherwise made public, or (ii) consent to being public, we will treat Supporting Evidence as your Confidential Information.

2. SUBMISSION AND EVALUATION OF OFFERS

(a) **Submission.** For each Offer you want to enroll in the Microsoft 365 Certification Program, you must submit the required Submission Forms and provide all information requested by Microsoft in the Submission Forms.

(b) **Evaluation.** We or our third-party evaluation agents will verify whether your Offer meets the Criteria based on the Supporting Evidence provided by you in the Submission Forms. We will make commercially reasonable efforts to complete the evaluation within a reasonable time.

(c) **Request for Information.** We or our third-party evaluation agents may, at our sole discretion, request additional information or documentation reasonably necessary to complete the evaluation. Failure to respond to requests for additional information may result in a denial of Certification and enrollment in the Microsoft 365 Certification Program.

(d) **Evaluation Results.** If the Offer is determined to meet the Criteria, Microsoft or our third-party evaluation agent will notify you in writing that the Offer is certified ("**Notice of Certification**"). In the event that the Offer fails the evaluation, Microsoft or our third-party evaluation agent will report the reason for the failure. Reports provided under this Section 2(d) may be sent by email.

(e) **Re-Submission.** If an Offer fails evaluation two times (initial evaluation plus one additional re-evaluation of the corrected Offer) Microsoft may reject any subsequent submissions for further evaluation of that same Offer.

(f) **Material Changes.** In the event of: (i) a modification to the source code or functionality of the Offer, or your internal processes related to the Offer, or any other event that renders the information provided in your Submission Forms materially untrue, or (ii) an update to the Criteria or other aspects of this Addendum that, in Microsoft's

sole discretion, require that existing certified Offers be re-evaluated against the updated Criteria, you must promptly, and no later than 30 days after the event, submit a request for re-evaluation, or discontinue the use of the Microsoft Mark in any manner that may imply that the Offer continues to meet the Microsoft 365 Certification Criteria.

(g) Certification Term. Upon receipt of the Notice of Certification, your Offer will be considered a Microsoft 365 Certified Offer for the Certification Term. The "Certification Term" expires at the sooner of:

- (i) one year from the date of the Notice of Certification;
- (ii) within 30 days after a material change as described in Section 2(f), provided however, that if you have submitted a request for re-evaluation within 30 days of the event of material change, the Certification Term will be automatically extended for up to 30 additional days while Microsoft completes the re-evaluation based on the revised information for the Offer. If, at the end of the additional 30-day re-evaluation period, you have not received a renewed Notice of Certification, the Certification Term will immediately cease; or
- (iii) termination of the Microsoft 365 Certification Program, termination of the availability of a Microsoft Mark, or suspension or termination of your Offer under the Agreement.

3. MICROSOFT MARK

(a) Limited License. Subject to all the terms of this Addendum, we grant you a limited, non-exclusive, non-transferable, worldwide license to use the Microsoft Mark solely (i) in connection with your Microsoft 365 Certified Offer; and (ii) in compliance with Microsoft's Branding Guidelines. We reserve all rights not expressly granted herein.

(b) Trademark Footnote. Where you include a trademark footnote to give notice of your own trademarks or third-party trademarks in relation to a Microsoft 365 Certified Offer, you must add the following wording (or wording having equivalent legal effect) to the trademark footnote, when using a Microsoft Mark: *"All other trademarks are the property of their respective owners."*

4. TERM AND TERMINATION

(a) Term. For each individual Microsoft 365 Certified Offer, this Addendum shall extend for the Certification Term unless you (i) cease to offer the Microsoft 365 Certified Offer

for sale or distribution, or (ii) you or your Microsoft 365 Certified Offer are in material breach of this Addendum

(b) Cessation of Microsoft Marks Use. Upon expiration or termination of this Addendum for any reason whatsoever, you will immediately cease all use of the Microsoft Mark. However, unless this Addendum is terminated for your breach, you may distribute then-existing advertising materials containing Microsoft Mark for a period of 120 days.

5. MODIFICATION TO THE MICROSOFT 365 CERTIFICATION PROGRAM

(a) New Certifications. Any time you submit an Offer for evaluation pursuant to the Agreement, you agree to be bound by the then-current terms and conditions. If you do not agree with such an update to this Addendum, you have no right to (and must not) submit an Offer for evaluation and certification.

(b) Impact on Microsoft 365 Certified Offer.

(i) In the event we update this Addendum, including without limitation the Criteria, after you have already received a Notice of Certification, the existing Notice of Certification will remain valid for the then-existing remainder of the Certification Term except as stated in Section 5(b)(ii).

(ii) If we update the Criteria or other aspects of the Certification that require re-evaluation of your Offer, we will provide you with a written notice (email shall suffice), and you will be required to resubmit your Offer for re-evaluation, or terminate the use of the Microsoft Marks, in accordance with Section 2(f).

ADDENDUM D: COMMERCIAL BENEFITS PROGRAM ADDENDUM

This Commercial Benefits Program Addendum ("**Addendum D**") supplements the Terms and Conditions of the Agreement.

1. THE PROGRAM

Under the Commercial Benefits Program ("**Program**") you may qualify to receive certain benefits ("**Program Benefits**") from Microsoft or its third-party partners or qualify to participate in additional sub-programs.

2. HOW IT WORKS

You will be automatically enrolled in the Program when you make your Offer available through the Commercial Marketplace. Program Benefits may become available from time to time during the Program term.

3. PROGRAM BENEFITS; REQUIREMENTS AND LIMITATIONS

(a) To qualify for many of the Program Benefits, your Offer must be available to transact in our Commercial Marketplace.

(b) **Program Level.**

(i) Some Program Benefits will be made available only to Partners with certain development expertise. For purposes of this Agreement, development expertise will be known as "**Program Level.**"

(ii) Your Program Level will be determined by Microsoft, based on criteria such as your existing Offer performance, type of Offer, market relevance of your existing Offers, Customer feedback on your existing Offers, and level of investment and success.

(iii) You may need to provide Microsoft with information about existing Offers that you have on other platforms for Microsoft to determine your Program Level. You may also need to register with a third-party service for Microsoft to verify this information. Microsoft is not responsible for such third-party service. Your use of the third-party service may be subject to that third party's terms and conditions.

(iv) Your Program Level may change during the Program term and will be determined by Microsoft in its sole discretion.

(c) Some Program Benefits may have additional qualifying criteria, which you will need to meet to be eligible for those benefits. Such criteria will be disclosed by Microsoft when the Program Benefits are made available.

(d) Some Program Benefits may be subject to additional terms. By using such Program Benefits, you agree to be bound by these additional terms.

(e) Some Program Benefits may be provided by third parties. Microsoft is not responsible for third party websites, services, or Program Benefits. Your use of such

Program Benefits may be subject to that third party's terms and conditions.

(f) Program Benefits may be limited in number, change without notice, and be available for a limited time only or while supplies last. Some Program Benefits may be available in limited geographies and limited languages. Microsoft may substitute Program Benefits with a benefit of equal or greater value in the event supplies of a Program Benefit are exhausted.

4. RIGHT TO CANCEL, TERMINATE, MODIFY, OR SUSPEND

Microsoft may, in its sole discretion, cancel, terminate, modify, or suspend the Program, Program terms or any Program Benefits, in whole or in part. A Program Benefit may be withheld, reduced, or terminated or you may be removed from the Program, at any time and in the sole discretion of Microsoft. Microsoft may exercise its rights under this section for any reason, including, without limitation if you breach any of your obligations under this Addendum D or if you are suspected of committing fraud under this Program. In the event of such an occurrence Microsoft may post a notice on the Program page.

Microsoft Publisher Agreement 8.0

October 2021 update

Article • 04/15/2022 • 62 minutes to read

Version: 8.0 October 2021 update

Effective date: October 15, 2021 Review our change log.

Thank you for your interest in Listing an Offer on the Commercial Marketplace. This Publisher Agreement ("**Agreement**") governs the relationship between you ("**Publisher**," "**you**," or "**your**") and Microsoft Corporation ("**Microsoft**," "**we**," "**us**" or "**our**") with respect to the publication of Listings and making available your Offers on our Commercial Marketplace, along with any use of Partner Center for such purposes.

By publishing (or attempting to publish) a Listing for your Offer in the Commercial Marketplace or using features of Partner Center related to publication on the Commercial Marketplace, you agree to the terms of this Agreement. Microsoft may update this Agreement at any time and will notify you of such changes in Partner Center. By continuing to use your Publisher Account or maintaining your Listing in the Commercial Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your Listings from the Commercial Marketplace and close your Publisher Account.

This Agreement contains terms applicable to the Commercial Marketplace, and the Addenda contains terms for specific Offers, go to market channels, and programs. The Addenda may contain additional or different terms from the body of this Agreement, and in such case, the Addenda will control.

The Agreement consists of:

- the Terms and Conditions;
- Addendum A -- Terms and Conditions Applicable to Specific Offer Types;
- Addendum B -- Terms and Conditions Applicable to Availability of Offers through Microsoft indirect channels and in Reseller Countries and Regions;
- Addendum C -- Terms and Conditions applicable to the Office Store, and Microsoft 365 Certification Program;
- Addendum D -- Commercial Benefits Program; and
- the provisions in any documents or online resources referenced in other parts of this Agreement, including Documentation.

TERMS AND CONDITIONS

1. PUBLISHER ACCOUNT

To publish a Listing and make available Offers to the Commercial Marketplace, you must open a Publisher Account through Partner Center and provide all information required by Microsoft to approve you as a Publisher. Microsoft may use your contact information provided for the Microsoft Partner Network to send you information regarding announcements, programs, updates, and the like for your Publisher Account. You agree that Microsoft may display the contact information (including email address) that you provide us in the Commercial Marketplace for Customer support and transactional purposes. You are responsible for all activity that takes place with your Publisher Account. If you fail to keep your Publisher Account in good standing, Microsoft may revoke your Publisher Account, remove your Listings from the Commercial Marketplace, delete Offer ratings and reviews, retain associated fees (if any), and pursue any other remedies available to Microsoft.

2. PUBLISHING A LISTING FOR YOUR OFFER

(a) **Publishing.** You must submit to Microsoft each Offer that you wish to List, including any Offer Assets and updates. You are solely responsible and liable for the Offer, including all delivery and support. Microsoft may retain copies of the Offer Assets and any other materials you submit with your Offer. Microsoft will not return them, so you must maintain your own backup copies.

(b) **Updates to Offers.** To the extent you make available updates to Offers, those updates are subject to the requirements of this Agreement.

(c) **Certification.** Each Offer is subject to Certification before such a Listing for your Offer is made available in the Commercial Marketplace. Certification and post-publication assurances, described below, may include Microsoft scanning submitted Offers for identification of security vulnerabilities. Microsoft's Certification of an Offer does not constitute any representation or acknowledgment by Microsoft that the Offer complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability for the Offer.

(d) **Post Publication Assurances.** Once published in the Commercial Marketplace, Microsoft may periodically test and evaluate your Offer to verify that it continues to comply with this Agreement and Documentation. Microsoft may also modify your Listing solely to correct obvious spelling, grammatical or typographical errors.

(e) Removing a Listing. If you wish to remove your Listing, you may do so via your Publisher Account in Microsoft Partner Center. Microsoft will remove the Listing from the applicable Commercial Marketplace and cease making the affected Listing for your Offer available through the Commercial Marketplace.

(f) Microsoft Removal and Disablement Policies. Microsoft may remove or suspend the availability of any Listing for your Offers from the Commercial Marketplace for: (i) your breach of this Agreement (including Documentation); (ii) your termination of this Agreement or of any of the license grants associated with an Offer; (iii) an assertion or claim that your Offer infringes the intellectual property rights of a third party in accordance with our Notice and Takedown process for services [☞](#); (iv) complaint(s) about the content or quality of your Offer; or (v) an allegation of or your violation of any applicable law, regulation, or regulatory guideline. Microsoft also may disable your Offer if: (A) Microsoft determines that the Offer causes harm to Customers or their devices, third parties (including any Covered Parties) or any network; (B) pursuant to a request or instruction from a Customer; or (C) to comply with any judicial order, or government law, regulation, or order.

(g) Infringement Claims. If you believe another Offer or third party content in the Commercial Marketplace violates your rights, you may submit a claim to Microsoft in accordance with our Notice and Takedown process for services [☞](#). If Microsoft refers a claim to you, you will promptly respond and comply with any requirements in the Notice and Takedown process.

(h) Offer Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Offers anywhere in the Commercial Marketplace, except as may be otherwise agreed between you and Microsoft.

(i) Offer Rankings and Ratings. The Commercial Marketplace may allow Customers to comment on and rate Offers and display such comments and ratings on your Offer, including comments and ratings sourced from third parties. Microsoft may make rankings, ratings, or comments publicly available. Microsoft may use those ratings and other data to determine the placement or marketing of Offers in the Commercial Marketplace. You may not attempt to manipulate rankings, ratings or comments for your Offer or any other Offer. Microsoft may remove any rankings, ratings, or comments at its sole discretion and for any reason.

(j) Modification or Discontinuance. The Commercial Marketplace and Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Commercial Marketplace or Partner Center at any time.

3. LICENSES

(a) Grant of Rights to Microsoft. You do not transfer ownership of any Offer or Offer Asset by submitting them to Microsoft to publish a Listing. By submitting an Offer and Offer Assets to create your Listing, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Microsoft, the worldwide, limited, non-exclusive right to: (i) host, install, reproduce, publicly perform and display via any digital transmission technology, your Offer Assets, solely as necessary to operate the Commercial Marketplace, display and manage your Offers, and make available your Offers to Customers; and (ii) access, distribute, and use your Offer solely as necessary to Certify such Offer and as otherwise required by Microsoft to make available your Offer to Customers.

(b) Third-Party Rights/Open-Source Licenses. Your Offer and Offer Assets must not infringe or misappropriate any intellectual property or personal right of any third party. If you license any portion of your Offer from a third party or under any open-source license, you are solely responsible for compliance with those license terms and conditions and ensuring that Microsoft, in its capacity as your agent or commissionaire, has the necessary rights to perform its obligations to you under this Agreement. You are, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances, and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through your Offer), and for undertaking all related reporting obligations.

(c) Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Covered Parties the right to use, reproduce, display, publicly perform and publish your entity name and Offer Assets, in connection with the marketing of the Offer through the Commercial Marketplace and Microsoft and Microsoft Affiliate websites, products and services related to the Commercial Marketplace. You are the sole owner of your entity name, Offer Assets, and associated goodwill, and the sole beneficiary of the goodwill associated with Microsoft's use of your entity name and Offer Assets. Microsoft will not acquire any right, title, or interest in your entity name and Offer Assets because of its use of them. Microsoft hereby assigns and will assign in the future any rights it may acquire in your entity name or Offer Assets as a result of its use of them under this license, along with the associated goodwill.

(d) Customer Contracts. You, not Microsoft, will license or grant any necessary use rights to your Offers to Customers. You may provide your own contract terms, consistent with any obligations under this Agreement, or you may elect to govern Customers' use of your Offer with the Microsoft Standard Contract (available [here](#)). If you do not provide your own contract terms (or, if you elect to use the Standard Contract), then the

Standard Contract terms will apply between you and Customers. Any contract terms are between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no right or license to your Offers through the operation of the Commercial Marketplace or through enabling you to provide Offers through the Commercial Marketplace.

(e) License to Microsoft Marks. While you have a Listing, Microsoft grants you a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license to use the Microsoft Marks in connection with advertising for your Offer, solely as described in the Microsoft Marketing Guidelines [☞](#) and in compliance with the General Microsoft Trademark and Brand Guidelines [☞](#). You will correct any misuse of Microsoft Marks upon Microsoft's notice and will cease using Microsoft Marks if you fail to correct such misuse. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title, or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

(f) Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant to either party (by implication, estoppel, exhaustion, or otherwise) any right, title, interest, or license, in the other party's intellectual property. Each party reserves all rights not expressly granted in this Agreement.

4. OFFER REQUIREMENTS

(a) General Requirements. Your Offer and Offer Assets must comply with this Agreement and the Documentation.

(b) Local Law. The Offer, Offer Assets and your marketing of the Offer must comply with the applicable laws of each territory or country in which you elect to make the Offer available. This includes applicable: (i) Data Protection Law; (ii) telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Offer; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Offer, you must provide those in the Offer description field (unless they are provided elsewhere in your Listing). The Commercial

Marketplace' product description pages may include your full contact information and information about in-Offer purchases available in an Offer. You must make such notices sufficiently prominent as is required by local law. You must disclose to Microsoft any controlled technology employed, used or supported by your Offer that may impose any legal obligations or requirements on Microsoft. You must inform Microsoft of such legal obligations and requirements, and take any action if necessary for Microsoft to comply with its legal obligations. You may not use the Commercial Marketplace or any services or tools made available for the development of Offers for, or to permit others to carry out, any illegal activity or breach of contract.

(c) Support. Microsoft is not responsible for providing support for your Offers. You must provide to Microsoft current technical and billing support contacts via e-mail and phone for when Microsoft receives technical or billing questions from Customers about your Offer. You will use best efforts to respond to any inquiry received by Microsoft about your Offer. You will ensure that any support options described in your Listing remain available to Customers for as long as the relevant Offer is available on the Commercial Marketplace and/or to Customers.

5. ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

(a) Appointment of Microsoft.

(i) You acknowledge that you, not Microsoft, are the distributor of Offers acquired through the Commercial Marketplace. You appoint Microsoft as your agent or commissionaire, as applicable, for the purpose of facilitating Customer purchases through the Commercial Marketplace. In this role, you acknowledge that: (A) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any of your Offers through the Commercial Marketplace; (B) Microsoft's services to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of your Offers; and (C) Microsoft will make payments to you in accordance with this Section 5. You grant Microsoft the right to appoint any Covered Parties (solely as required to administer value-added tax ("VAT") obligations and for collection and payout of applicable fees made under this Agreement) as sub-agents and also grant any Covered Party appointed by Microsoft the right to appoint other Covered Parties as sub-agents.

(ii) For any transactions that involve a purchase of your Offer by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection

requirements in Australia for such purchase, to Microsoft Regional Sales Corporation, located at 438B Alexandra Road #04-09/12 Block B, Alexandra Technopark Singapore 119968 ("**MRS**"), or Microsoft Pty Ltd, located at 1 Epping Road, North Ryde, New South Wales, Australia 2113 ("**MPL**"). You and MRS or MPL (as the case may be) agree for purposes of Section 84-60 of A New Tax System (Goods and Services Tax) Act 1999 (the "**AU GST Act**"): (A) Section 84-55 of the AU GST Act applies to sales of your Offers made available by you through the Commercial Marketplace as if such sales were an inbound intangible consumer supply; and (B) for the purposes of the AU GST Act, MRS or MPL (as the case may be) is treated as the supplier of and as making the supply for consideration for which it was made.

(iii) For any transactions that involve a purchase of your Offer by a New Zealand Customer (as determined by Microsoft), where Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand for such purchase, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("**MSNZ**"), you understand and agree to such assignment. You and MSNZ agree: (A) for the purposes of Section 60(1AB) of the Goods and Services Tax Act 1985 ("**NZ GST Act**") MSNZ, and not you, are treated as making the supply of your Offer to Customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (B) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your Offer to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (1) a supply of goods and services from you to MSNZ; and (2) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply.

(iv) Microsoft acts as a reseller, rather than your agent, in making your Offers available in the Commercial Marketplace in the country(ies) enumerated at: Tax details for commercial marketplace publishers²⁷, and as further described in Section 2 of Addendum B.

(b) Offer Pricing. When you submit a transactable Offer for publication, you will designate the price (if any) to be charged to Customers for use of your Offer. The publishing portal may direct you to designate prices for different Offer SKUs, geographies, currencies, or other aspects of your Offer. Microsoft will convert the prices from the currency a Customer pays with to your elected payment currency at the exchange rate we make available to you, as described in Geographic Availability and

Currency Support. If you wish to set a different price for a market from Microsoft's exchange rate price, you may change the price for that market. Microsoft may change its supported currencies or the default currencies for certain markets after providing you 30 days' notice of any such changes.

(c) Publisher Net Revenue. Amounts payable to you will be based on the Publisher Net Receipts minus the applicable Store Service Fee. The applicable Store Service Fee, which will be charged by Microsoft, or in Microsoft's sole discretion, by a Microsoft Affiliate, is provided at Commercial Marketplace Fees [☞](#). Microsoft will provide no less than 90 days' notice prior to an increase to the Store Service Fee. For clarity, Publisher Net Revenue only applies to Offers purchased directly through the Commercial Marketplace and excludes purchases outside of the Commercial Marketplace. We will include a transaction report along with payments made to you hereunder that reflects the calculation of Publisher Net Revenue and the number of purchased Offers used or downloaded by Customers during the relevant payment period, as applicable.

(d) Payment to Publishers. We will pay you applicable Publisher Net Revenues within each payment period, as specified at Payout Schedules and Processes [☞](#).

(e) Payment Processing. Microsoft will pay you Publisher Net Revenues in accordance with Microsoft's then-current payment policies and in the manner you indicate during the Publisher Account setup, which may include checks payable to you and sent via U.S. mail or ACH electronic payment to a financial institution that you designate. You must provide Microsoft (or our third-party payment processor) with all financial, tax, and banking information requested so that we can pay you under this Agreement. Your failure to keep such information current and accurate may result in Microsoft's removal of your Offer from the Commercial Marketplace and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for your Offer when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to the Offer.

Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then-current conversion rates for United States Dollars ("USD"). The amount you receive will depend on the rates and fees imposed by your financial institution and on any applicable tax withholding requirements, and will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft.

(f) Refund, Reconciliation, and Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Offer, including the full refund and chargeback amounts paid or credited to Customers. Refunds and chargebacks

processed after you receive the payments will be debited against your account. If Microsoft is unable to collect payments from the Customer, Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. For clarity, if Microsoft provides you payment of the Publisher Net Revenue in advance of receiving such payment from the Customer, and the Customer does not pay Microsoft, Microsoft may offset any such amounts paid and request a refund of any such prepaid amounts from you.

(g) Payments Post Removal or Suspension. Microsoft will pay you the amounts owed (if any) that accrued before removal or suspension of your Offer unless your Offer is removed or suspended in accordance with Section 2(f) of this Agreement. Microsoft's termination and suspension rights are without prejudice to any other rights and remedies available to Microsoft.

(h) Taxes on Payments. You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any Store Service Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you: (i) hereby represent and warrant that your services are not provided in the U.S.; or (ii) must notify Microsoft via e-mail to us_services_notify@microsoft.com that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and, as required and solely to the extent within Microsoft's ability, as determined in its sole discretion, to obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Offer, the amount to be paid by Microsoft to you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (A) are required to be registered for Australian Goods Services Tax ("AU GST"); (B) must provide Microsoft with your Australian Business Number; and (C) must affirm that you are AU GST registered when setting up your Publisher Account. If

you are located in New Zealand and wish to submit paid Offers to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (1) are required to be registered for New Zealand Goods and Services Tax ("**NZ GST**"); and (2) must affirm that you are NZ GST registered when setting up your Publisher Account. If you are in a country that recognizes a sale to Microsoft as a taxable supply for VAT/GST purposes, that supply is deemed to be made to Microsoft exclusive of VAT. Microsoft makes no warranty that its collection of taxes as related to agency transactions in applicable countries (as further described in Section 5(i)) discharges you from your own tax obligations.

(i) Taxes on Offer Transactions. Each of your and Microsoft's responsibilities for calculating, charging, collecting and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions of your Offer through the Commercial Marketplace are available at Tax details for Microsoft commercial marketplace [↗](#). Microsoft makes no warranties that Microsoft's or its Covered Parties' actions will completely satisfy your obligations in applicable countries. You are solely responsible for determining whether you have any tax obligations in any country. You are also solely responsible for appropriately identifying the content type for, and providing accurate information to Microsoft with respect to, any content you offer or sell from within your Offer. Microsoft is not responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your Offer. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, and such cooperation includes, but is not limited to, authorizing Microsoft to grant Customers the ability to contact you to obtain any required tax invoices.

6. WARRANTIES

You represent, warrant, and undertake to Microsoft that:

- (a)** you have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement;
- (b)** if you are a business or other legal entity, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement;
- (c)** your Offer and Offer Assets, together with all advertising or other materials accessible from or that provide access to your Offer comply with and will continue to comply with all requirements of this Agreement;

(d) if you are registered as a Microsoft partner your performance under this Agreement will comply with the Microsoft Partner Code of Conduct²⁷;

(e) Listing, distribution, and monetization of your Offer in the Commercial Marketplace does not and will not violate any agreements to which you are a party or of which you are otherwise aware. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your Offer available in the Commercial Marketplace and for your Offer to access any Internet-based or Microsoft-provided services, if any, to which the Offer enables access;

(f) Microsoft's exercise of the rights you grant under this Agreement will not obligate Microsoft or its Affiliates to pay any third party any amounts; and

(g) the information you provide to Microsoft under or in connection with this Agreement is true, accurate, current, and complete.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND DATA PROTECTION

Confidentiality. Information shared under this Agreement is subject to our existing Non-Disclosure Agreement ("NDA"). If no NDA exists, then during the term of this Agreement and for 5 years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor performing services on behalf of the recipient, and only subject to confidentiality terms as protective as this section). This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

(b) Privacy.

(i) **Disclosure of Information.** Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Covered Parties and other parties that help Microsoft administer this Agreement. Where required for Microsoft's license administration, incentive program participation, or financial settlement, you will provide the following additional information about transactions with Customers to Microsoft: Customer name and address and system where the Offer is being installed (i.e., Tenant ID and location).

(ii) **Privacy Policy.** You must maintain a privacy policy if: (A) your Offer accesses, collects or transmits any Personal Data to you or a third party; or (B) is otherwise required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers).


(iii) **Contacting Customers.** Microsoft may share Customer contact information with you, which may include Personal Data. The Customer contact information and Personal Data we provide you must be used solely for transactional purposes or to respond to a Customer inquiry about your Offers that are available in the Commercial Marketplace and in accordance with Data Protection Law. You may not use the Customer contact details we provide to direct Customers to purchase your Offer on competing marketplaces. You are responsible for obtaining Customer's consent for any other use, including for marketing purposes, of Customer contact information or Customer Personal Data obtained from Microsoft, and Microsoft will not be responsible or liable for such other use.

(iv) **Roles.** With respect to the Personal Data collected from Customers, you and Microsoft agree that you and Microsoft are not joint controllers, as defined in the GDPR, of the Personal Data that each independently Processes. Microsoft is an independent controller for such purposes and you are an independent controller or a processor to an entity other than Microsoft as applicable based on your relationship established with Customers.

(c) **Compliance with Data Protection Law.** Each party will comply with the obligations imposed on it under all applicable Data Protection Law.

(d) **Security.** Your Offers, network, operating systems and the software of your servers, databases, and computer systems must use reasonable security measures to protect Customer information. Your Offer must not jeopardize or compromise user security, the security of the Commercial Marketplace, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Listing.

(i) **Security Standards.** If your Offer collects credit card information or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard ("PCI DSS").

(ii) **Security Incidents.** You must report known security incidents and vulnerabilities of your Offers at the earliest opportunity by using the following notification  process.

8. REPORTING

Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting capabilities available to you through Partner Center will provide aggregate information relating to your Offer downloads and Offer transactions and Microsoft's payments to you under this Agreement.

9. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

(a) DISCLAIMER OF WARRANTY. WE PROVIDE THE COMMERCIAL MARKETPLACE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE COMMERCIAL MARKETPLACE AND PARTNER CENTER.

MICROSOFT MAKES NO WARRANTIES RELATED TO ANY PROGRAMS OFFERED IN CONNECTION WITH OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE.

WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE COMMERCIAL MARKETPLACE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

(b) LIMITATION OF LIABILITY. EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR FROM INTERRUPTION OF BUSINESS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

(c) DAMAGES CAP. EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d); A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, OR DATA PROTECTION OBLIGATIONS; A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR FRAUD, THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOUR LIABILITY OR THE COVERED PARTIES' AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE GREATER OF: (i) THE TOTAL AMOUNTS YOU RECEIVED OR WERE

DUE TO RECEIVE UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS; OR (ii) FIVE THOUSAND (\$5,000) USD.

(d) Indemnity. You will defend, indemnify and hold harmless Covered Parties, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your Offer or Offer Assets infringe any proprietary or personal right of a third party; (ii) arising from your breach of this Agreement, (iii) relating to the functionality of, the use of, or the inability to use the Offer, including any claims of product liability or misleading advertising related to the Offer or Offer Assets; or (iv) by any tax authority alleging any nonpayment, underpayment, or failure to collect and remit any applicable sales, use, goods and services, value-added or other similar tax, including any associated penalties and interest. The Covered Party will: (A) promptly notify you of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will: (1) reimburse the Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance; and (2) permit the Covered Party, through mutually acceptable counsel, to participate in the defense of such claims. You will not make any settlement or compromise of a claim or admit or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 9.

10. TERM AND TERMINATION

(a) Termination for Convenience. This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.

(b) Effect of Termination. Within 30 days of either party's notice of termination of the Agreement, Microsoft will remove all Listings for your Offers from the Commercial Marketplace, notify existing Customers that the Offer has been removed and may not be used after the Wind-Down Period specified in 10(c), and for Microsoft billed transactions, stop billing Customers for your Offers after the Wind-Down Period. We reserve the right to remove your Offers on an expedited basis if we terminate this Agreement for material breach.

(c) Wind-Down Period. If an Offer is removed, we will continue to bill for usage for 90 days ("**Wind-Down Period**") unless we terminate billing earlier as required by law, to prevent fraud, or to protect Customers. You must continue to provide any services that

are part of your Offer to each existing Customer during the Wind-Down Period. You are responsible for terminating any Customer access after the Wind-Down Period.

11. MISCELLANEOUS

(a) Notices.

(i) All notices that you provide to Microsoft under this Agreement must be sent through Partner Center using this link [↗](#).

(ii) (ii) For notices to you under this Agreement, you will identify an individual through Partner Center to serve as the primary contact for Partner Center notices and messages. This contact will receive all notices unless you change such contact information through Partner Center.

(b) **Assignment.** Microsoft may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you to a Microsoft Affiliate. Microsoft may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

(c) **Sublicensing and Subcontractors.** Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Microsoft will remain obligated under this Agreement for the performance of such third parties excepting any assumption of responsibility for the administration of any sales, use, goods and services, value-added or other similar tax.

(d) **URLs.** URLs referenced in this Agreement also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs.

(e) **Choice of Law and Venue.** This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts. In any action or suit related to this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees.

(f) **Miscellaneous.** A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce

any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or partners, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies. This is the entire Agreement between you and Microsoft in connection with Listing and publication of Offers on the Commercial Marketplace. It supersedes any prior agreements between you and Microsoft regarding your use and publication of Offers in the Commercial Marketplace. If a court holds that Microsoft cannot enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

12. DEFINITIONS

(a) **"Affiliate"** means any legal entity that owns, is owned by, or is commonly owned with a party. **"Own"** means more than 50% ownership or the right to direct the management of the entity.

(b) **"Certification"** means Microsoft's process for testing the compliance of Offers with the applicable Certification Requirements. An Offer is **"Certified"** when: (i) Microsoft (or Microsoft's designated certification provider) confirms that the Offer has completed and passed the Certification Requirements; and (ii) the Offer is packaged and signed with a Microsoft-issued certificate for those categories of Offers in which Microsoft makes available such Microsoft-issued certificates. For clarity, the Microsoft 365 Certification Program is an additional certification process, as set forth in Addendum C.

(c) **"Certification Requirements"** means the technical, functional, content, and other policy requirements provided by Microsoft, including the Commercial Marketplace certification policies ²⁷.

(d) **"Commercial Marketplace"** means Azure Marketplace, Microsoft AppSource, and any Microsoft owned or operated endpoints that point to those storefronts through which Listings of your Offers may be made available to Customers, including any updates or successors (however named) to such storefronts.

(e) **"Confidential Information"** means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (i)

known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

(f) **"Covered Parties"** means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners as described in Addendum B, and network operators that provide billing services for the Commercial Marketplace.

(g) **"Customer"** means an end user who seeks or acquires a right to use or redistribute your Offer.

(h) **"Data Protection Law"** means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(i) **"Documentation"** means the Certification Requirements and such other Commercial Marketplace or Microsoft Partner Network materials, and information Microsoft makes available to you from time to time pursuant to this Agreement for your internal use.

(j) **"Listing"** means catalog entry or description of an Offer (including Offer Assets) displayed in the Commercial Marketplace.

(k) **"Microsoft Mark(s)"** means trademarks and services marks, logos, badges and other business identifiers described in the Microsoft Branding Guidelines²⁷, including any other trademarks, service marks, logos, and badges that Microsoft identifies in writing as being available for use by you pursuant to the Agreement or Addenda.

(l) **"Offer"** means the offering you submit to Microsoft for evaluation, Certification, and publication through the Commercial Marketplace, including any additional content sold or offered from within such Offer. For clarity, Offers include: (i) contact me Offers, free trial Offers, bring your own license (BYOL) Offers, transactable Offers, and such other Offer types that Microsoft enables on the Commercial Marketplace, (ii) Offer Assets, and (iii) Offer updates.

(m) **"Offer Assets"** means, for each Offer: the Offer name, Offer descriptions, and any titles, images, screenshots, video trailers, user generated content, or other materials you

provide to Microsoft in connection with your Offer, including any trademarks, trade dress, or source identifiers contained therein.

(n) ******Partner Center**" means the web portal, currently available at <https://partner.microsoft.com>, or other Microsoft owned and operated interfaces, through which developers; (i) access their Publisher Account; (ii) receive communications from Microsoft relating to the Commercial Marketplace; submit Offers for Certification; and (iv) make Listings available in the Commercial Marketplace.

(o) **"Personal Data"** means any information relating to an identified or identifiable natural person ("**Data Subject**") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(p) **"Processing"** means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. **"Process"** and **"Processed"** will have corresponding meanings.

(q) **"Publisher Account"** means a service account for publishing your Offer through Partner Center, which includes a user name and password.

(r) **"Publisher Net Receipts"** means the aggregate amounts collected by Microsoft from Customers for their use of Publisher's Offers for a specific payment period, less any applicable taxes, refunds, and chargebacks (if applicable).

(s) **"Publisher Net Revenue"** means the sum payable by Microsoft to Publisher for Offers purchased directly through the Commercial Marketplace. Publisher Net Revenue is calculated based on the Publisher Net Receipts minus the Store Service Fee.

(t) **"Store Service Fee"** means a fee collected by Microsoft for publishing Listings of your Offers in the Commercial Marketplace, as further described in Section 5(c).

ADDENDUM A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

This Addendum supplements the terms and conditions of the Agreement for certain Offer types. To the extent this Addendum contains additional or different terms than those included in the body of the Agreement, this Addendum will control.

1. VIRTUAL MACHINE IMAGES

(a) **Base Images.** In addition to all other relevant third-party approvals, if your Offer contains virtual machine images ("**Images**") derived from Microsoft or other party ("**Base Images**") (such Offer, an "**Image Offer**"), you are responsible for obtaining any necessary permissions from the owner of the Base Image prior to publishing your Image Offer.

(b) **New Virtual Machine Sizes.** For Image Offers, you will be directed to designate prices based on virtual machine sizes available in Azure at the time of your publication request. Following publication of your Image Offer, if we plan to offer a new virtual machine size (based on the number of cores), we will notify you and provide you with at least 30 days to designate prices for the new virtual machine size. Failure to designate pricing within such time will constitute your designation of prices for the new virtual machine size equal to the rate proportional to the difference in the number of cores between the new virtual machine size compared to the existing virtual machine size(s) then in effect for your Image Offer.

(c) **Virtual Machine Extensions.** Any software or other data installed by your Image Offer, even if retrieved from an external location, is considered an Offer for purposes of this Agreement. You will be responsible, and must provide support to Customers, for any extensions or handlers associated with your Image Offers.

(d) **Inclusion of Microsoft Software Products in Image Offers.** With Microsoft approval, you may include Windows Server, SQL Server and Microsoft Dynamics NAV as part of your Image Offer ("**Microsoft Software Products**"). You must create your Image using a Base Image published by Microsoft in the Commercial Marketplace that consists of the same Microsoft Software Products that you have been authorized to include in your Image Offer. You may not publish an Image that includes copies of Microsoft Software Products that you obtained elsewhere, whether from Microsoft or from a Microsoft reseller. You may not download a Base Image and run copies of any Microsoft Software Products therein outside of Azure for the purpose of creating your Image unless you have valid pre-existing licenses that permit such use.

(i) **No Modification.** You must include complete copies of the Microsoft Software Products in your Image. You may configure the Microsoft Software Products solely as necessary to work with your Offers. You may not modify the Microsoft Software Products in any other way, including reverse engineering, decompiling, or disassembling the Microsoft Software Products, or tampering with any license or

activation features in the Microsoft Software Products. You must maintain and not alter, obscure, or remove any copyright or other protective notices, identification, branding, or legends or license terms contained in the Microsoft Software Products. Except as expressly provided, this Agreement does not grant you any right, title, or interest in or to any Microsoft Marks.

(ii) **Excluded Licenses.** You may not take any action that would cause any Microsoft Software Product, or any other Microsoft product, service, or documentation to be governed, in whole or in part, by an Excluded License.

"**Excluded License**" means any license that requires, as a condition of the use, modification, or distribution of software subject to such license, that such software or other software combined or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge. Without limiting the generality of the foregoing, any version of the GNU General Public License ("GPL"), Lesser/Library GPL, or Affero GPL will be considered an Excluded License.

(e) **Distribution of Microsoft Software Products in Image Offers.** You may only make Microsoft Software Products within your Image Offer available via the Commercial Marketplace. You may not make the Microsoft Software Products that are part of your Image Offer available through any other channels. Microsoft alone is the licensor of any Microsoft Software Products included within your Image Offers, and any use by Customers of such Microsoft Software Products is governed by Microsoft's license terms. Nothing in this Agreement grants you the right to license or sublicense any Microsoft Software Products to Customers or any other third parties. The terms of use associated with your Image must make clear that: (i) the rights you grant to Customers extend only to your Offers within the Image and not to any Microsoft Software Products within the Image; (ii) Microsoft is the licensor of any Microsoft Software Products within the Image; and (iii) the Customer's use of any Microsoft Software Products within the Image will be governed by Microsoft's license terms.

(f) **Recall of Microsoft Software Products.** We may issue a notice of recall of a Microsoft Software Product at any time in our sole discretion for reasons such as, but not limited to, a serious security vulnerability in the Microsoft Software Product. If you receive a notice of recall, you agree to remove any Image Offers that include the impacted Microsoft Software Product from the Commercial Marketplace within 10 business days. Following the notice of recall, we may, but will have no obligation to, make a replacement Microsoft Software Product available to you in place of the recalled Microsoft Software Product.

(g) **Termination.** Upon termination of this Agreement or removal of your Image Offer from the Commercial Marketplace, your rights under this Addendum will automatically terminate and you must destroy all copies of Microsoft Software Products included in your Image Offer.

(h) **Miscellaneous.**

(i) **ADDITIONAL DISCLAIMER OF WARRANTIES.** ALL MICROSOFT SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISK AS TO YOUR USE OF THE MICROSOFT SOFTWARE PRODUCTS, INTEROPERABILITY BETWEEN YOUR OFFERING CONTENTS AND THE MICROSOFT SOFTWARE PRODUCTS, YOUR OFFERING OF IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS, AND CUSTOMERS' USE OF YOUR IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS.

(ii) **Support.** Microsoft has no obligation under this Agreement to provide technical support to you regarding any Microsoft Software Products or creation of Images that include Microsoft Software Products or to Customers regarding use of any Microsoft Software Products within your Image Offer.

(iii) **Export Restrictions.** You acknowledge that the Microsoft Software Products are of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see [Exporting Microsoft Products](#).

2. AZURE APPLICATIONS

(a) **Templates.** If you publish an Azure Resource Manager template ("ARM Template") that references another publisher's Offer (a "Third-Party Offer"), you may not represent yourself as the publisher of the Third-Party Offer. You also acknowledge and agree that other publishers may reference your Offers in their ARM Templates in a manner consistent with this Agreement. Notwithstanding any inclusion of your Offer in another publisher's ARM Template, you will remain the publisher of your Offer for all Customer deployments of the ARM Template, your terms of use and privacy policy will continue to govern your relationship with such Customers, and such other publisher will not be entitled to any of the Publisher Net Receipts attributable to Customers' use of your Offer.

(b) **Attribution IDs.** Microsoft will insert Customer Usage Attribution IDs into your Azure Application technical payload on your behalf. A "**Customer Usage Attribution ID**" is a digital tag that enables Microsoft to identify and meter usage of resources deployed by your Offer in Customer subscriptions. If your Offer uses ARM APIs or Terraform to deploy Azure resources programmatically, you may also need to insert a Customer Usage Attribution ID into your API calls.

3. PRODUCTS FOR USE IN CUSTOMERS' ON-PREMISES ENVIRONMENT

If you choose to make an Offer available for use in Customer's on-premises environments (e.g., on Azure Stack), we may enable Customers to download and use such Offers in their on-premises environments. You agree that the Customers' acceptance of your terms of use for such Offers will entitle them to use such Offer in their on-premises environments. You acknowledge that you, not Microsoft, are the distributor of such Offer.

4. METERING SERVICES

(a) **Marketplace Metering Service.** If you publish an Offer that requires usage-based billing fees, you can use the Marketplace Metering Service (as defined below). The Marketplace Metering Service allows you to charge Customers based on events captured within your Offer (the "**Marketplace Metering Service**"). We expect you to transmit usage-based billing data to Microsoft hourly via API, and we will use commercially reasonable efforts to notify you if we have not received usage-based billing data for 72 hours. We reserve the right to mark the usage event as expired if we do not receive usage-based billing data within 24 hours.

(b) **Customer Notifications and Support.** If you choose to use the Marketplace Metering Service you will be responsible for: (i) notifying Customers that you will collect, generate, and deliver to Microsoft all data related to Customers' usage of the Offer necessary to calculate the applicable usage fees; (ii) reporting such usage accurately to Microsoft; (iii) notifying Customers and Microsoft of any erroneous usage information reported to Microsoft; (iv) resolving any Customer inquiries with respect to usage disputes within 3 business days, and notify Microsoft if a refund to the Customer is necessary; and (v) reviewing usage identified by Microsoft as abnormal within 3 business days. You agree that Microsoft has the right not to bill and collect fees or withhold payouts for any usage information provided more than 24 hours after the close of any billing cycle or any usage-based billing that is detected or otherwise appears to be erroneous.

(c) **Recordkeeping and Audits.** We reserve the right to: (i) audit your records to verify the reported usage in connection with the Marketplace Metering Service and your compliance with the Agreement; and (ii) suspend your use of the Marketplace Metering Service if you repeatedly submit erroneous usage information to us or fail to resolve Customer inquiries within 3 business days.

5. LICENSE MANAGEMENT SERVICE

(a) **Applicability and Eligibility.** This Section 5 applies to Offers that use Microsoft's license management service for non-Microsoft published products (the "**License Service**"). Your Offers may be eligible to use the License Service if you participate in the ISV Connect Program. To use the License Service, you must define and maintain in Partner Center the details (including posted pricing) for each plan of your Offer that you want to list, which may require deal registration in Partner Center.

(b) **Service Description.** The License Service enables: (i) the Publisher to specify the number of licenses of each plan-type (e.g., Bronze, Silver, Gold) for a Customer implementation, (ii) the Customer to consent to installation of the licenses and solution by the publisher in the Customer's tenant, (iii) the Customer to assign its licenses to individual users, and (iv) Microsoft to control or block user use of the solution based on assigned user licenses.

6. MICROSOFT 365 PRIVATE CUSTOMIZATIONS

If you choose to make information about your Offer (such as the name, short description, long description, logo, color icon, outline icon, accent color, branding and trade dress elements, developer URL, privacy URL, terms of use URL) to be freely customizable by Customers, you assume all legal risks created by such modifications, including the alternation, deletion, and replacement of your intellectual property, and the changing of any terms of use and privacy statements.

ADDENDUM B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS

1. MICROSOFT PARTNER RESELLERS

If you indicate that you want to make your Offers available to indirect channels in Partner Center, you agree to the following terms.

(a) Indirect Channels. If Customers purchase your Offer in indirect channels, your sale of the Offers will be to the applicable Microsoft reseller, not Customers. We will bill the Microsoft resellers, as your agents or commissionaires, at the price you have set for a reseller for their Customers' use of your Offers and will collect the Store Service Fee on Publisher Net Receipts for sales to resellers. Such Microsoft resellers will be responsible for setting the prices at which they resell your Offers to their Customers (or to other Microsoft resellers) and for collecting such amounts from their Customers (or Microsoft resellers).

(b) Limiting Countries/Territories. If you do not wish to allow an Offer to be resold by Microsoft in a particular country or territory, you must make your Offer unavailable for purchase in such country. Removal of an Offer in any country or territory will apply to both indirect channel sales and direct to customer sales in that country.

(c) Licensing of Products. Your terms of use, license agreement, and privacy policy for the Offers will apply to Customers that result from indirect sales.

2. PRODUCTS MADE AVAILABLE IN MICROSOFT RESELLER COUNTRIES

(a) If you make your Offer available in one of the "Reseller Countries/Regions" enumerated at Tax details for commercial marketplace publishers [☞](#), then Microsoft shall act as a reseller, rather than your agent, in making your Offer(s) available in the Commercial Marketplace in that country or region only and you agree to the following modified and additional terms and conditions solely in connection with the offering and distribution of your Product(s) in such country(ies). Except as expressly provided in this Section, the Terms and Conditions in the Agreement apply to the Offer in such country(ies).

(b) Offer Pricing. Notwithstanding Section 5 of the Terms and Conditions, when you submit an Offer and choose to make the Offer available as provided in this Section 2, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your Offer available in the Commercial Marketplace in that country.

(c) Payment Terms and Fees. Amounts payable to you in connection with the sale of your Offer in the country(ies) referenced in this Section 2 will be calculated and paid to

you as provided in the Agreement. However, these amounts will be provided to you as a royalty payment in exchange for the right to sell in such country(ies).

ADDENDUM C: TERMS AND CONDITIONS APPLICABLE TO OFFICE STORE AND MICROSOFT 365 CERTIFICATION PROGRAM

SECTION A. OFFICE STORE TERMS

This Section A governs your use of the Office Store. To the extent this Section A contains additional or different terms than those included in the body of the Agreement, this Section A will control.

1. PRE-RELEASE VERSION. LICENSING OF OFFER

(a) Pre-Release Version. The Office Store may be made available to Customers using a "beta" or pre-release version. If the Office Store is available to Customers using a pre-release version, which Microsoft may change for the final, commercial version, the Office Store may not work the way a final version of the Office Store would work. We also may not release a commercial version of a given pre-release version. If you decide to make use of any of the rights under this Section B, you assume all responsibility for and risk of any and all damages that may result from or in connection with the use or compatibility of the Office Store with pre-release versions of Office 2013, including, without limitation, the unavailability or interruption of operations or the loss of any data or other content.

(b) Licensing of Offer. You must provide a license agreement to the Customer with your Offer. If you did not provide a license agreement with your Offer, or your license agreement does not comply with the requirements in the next sentence, then the Standard Application License Terms, available [here](#), will apply between you and your Customers. Your license must:

- (i)** let the Customer download and run your Offer on up to 5 devices associated with that Customer's Microsoft Account, without any additional fees;
- (ii)** include "disclaimer of warranty" and "limitation on and exclusion of remedies and damages" sections that are at least as protective of distributors as the terms in the Standard Application License Terms;
- (iii)** disclaim any support services from Microsoft;

- (iv) not conflict, in any way, with the Standard Application License Terms; and
- (v) comply with all applicable laws and regulations.

(c) If you choose to participate in the Microsoft 365 Certification Program, you can do so in accordance with the terms of the Microsoft 365 Certification Program in B below.

ADD-INS ON NON-MICROSOFT PLATFORMS

(a) Microsoft will make certain Office Store Offers (also known as "add-ins") available to users of Office on non-Microsoft platforms such as Apple's App Store, Google Play Store, and other App Store and operating systems (collectively "Additional App Store").

(b) You grant Microsoft, its Affiliates, distributors and agents any and all required rights to publish and distribute your add-ins on an Additional App Store, including any applicable sublicense rights.

(c) Microsoft does not have any obligation to publish your Offer on any Additional App Store. Microsoft may publish your Offer on some platforms but not on others.

(d) Microsoft may remove your Offer at any time and with no notice if the Offer does not comply with an Additional App Store's terms and conditions. This may include immediately disabling the Offer for existing users.

(e) Your Offer must remain free and must not contain in-App purchases or present a trial version designed to upsell users to a paid version.

(f) Because your Offer will be free, you will not receive any proceeds from an Additional App Store.

(g) Microsoft may, at its own discretion, feature your Offer in marketing materials including in descriptions in the Additional App Store. Microsoft has no obligation to market or otherwise advertise your Offer.

(h) You must register with any Additional App Store you wish to publish on as a developer on that store and furnish Microsoft with your developer ID or equivalent for that App Store. Microsoft may use your name, developer ID, or other necessary information when communicating with the Additional App Store owner as part of publishing and administering your Offer.

(i) Your Offer must comply with any Additional App Store terms and conditions required to develop apps in that App Store.

SECTION B. MICROSOFT 365 CERTIFICATION PROGRAM

This Section B governs your participation in the Microsoft 365 Certification Program, as currently documented at Microsoft 365 Certification Program). This Section B applies only if you choose to participate in the Microsoft 365 Certification Program. By submitting your Product for inclusion in the Microsoft 365 Certification Program, you agree to be bound by this Section B and the Agreement. To the extent this Section B contains additional or different terms than those included in the body of the Agreement, this Section B will control.

1. DEFINITIONS

Capitalized terms not otherwise defined herein have the same meanings provided in the Agreement. The term "**Certification**" as used in this Section B refers to certification under the Microsoft 365 Certification Program and does NOT have the same meaning as in the rest of the Agreement.

(a) "**Microsoft 365 Certified Offer**" means an Offer that meets the applicable Microsoft 365 Certification Criteria, as confirmed through the evaluation procedures described in Section 2 below, and that is identified by product name and version and other identifying factors required in the Submission Forms.

(b) "**Microsoft 365 Certification Criteria**" or "**Criteria**" means the security, privacy, compliance controls and other requirements provided by Microsoft and applicable to your Offer as of the date you submit the Offer for Certification to Microsoft. Depending on the Microsoft Mark, Microsoft 365 Certification Criteria may be published in connection with the Microsoft 365 Certification Program documentation, or may remain unpublished and treated as Confidential Information of Microsoft.

(c) "**Microsoft Mark**" means the Microsoft 365 Certified trademark, the "Works for Teams" badge and any other stylized badges, and or designations Microsoft provides under the Microsoft 365 Certification Program as documented.

(d) "**Submission Forms**" means the forms, questionnaires, or similar documents that Microsoft provides for requesting self-attestation and Certification of Offers.

(e) "**Supporting Evidence**" means documents you provide as evidence that your Offer meets the Criteria, including audit reports, standard operating procedures, incident response plans, penetration test reports, data protection impact assessments, data flow diagrams, and system design or architecture diagrams. With the exception of documents or information you: (i) have otherwise made public, or (ii) consent to being public, we will treat Supporting Evidence as your Confidential Information.

2. SUBMISSION AND EVALUATION OF OFFERS

(a) **Submission.** For each Offer you want to enroll in the Microsoft 365 Certification Program, you must submit the required Submission Forms and provide all information requested by Microsoft in the Submission Forms.

(b) **Evaluation.** We or our third-party evaluation agents will verify whether your Offer meets the Criteria based on the Supporting Evidence provided by you in the Submission Forms. We will make commercially reasonable efforts to complete the evaluation within a reasonable time.

(c) **Request for Information.** We or our third-party evaluation agents may, at our sole discretion, request additional information or documentation reasonably necessary to complete the evaluation. Failure to respond to requests for additional information may result in a denial of Certification and enrollment in the Microsoft 365 Certification Program.

(d) **Evaluation Results.** If the Offer is determined to meet the Criteria, Microsoft or our third-party evaluation agent will notify you in writing that the Offer is certified ("**Notice of Certification**"). In the event that the Offer fails the evaluation, Microsoft or our third-party evaluation agent will report the reason for the failure. Reports provided under this Section 2(d) may be sent by email.

(e) **Re-Submission.** If an Offer fails evaluation 2 times (initial evaluation plus one additional re-evaluation of the corrected Offer) Microsoft may reject any subsequent submissions for further evaluation of that same Offer.

(f) **Material Changes.** In the event of: (i) a modification to the source code or functionality of the Offer, or your internal processes related to the Offer, or any other event that renders the information provided in your Submission Forms materially untrue, or (ii) an update to the Criteria or other aspects of this Addendum that, in Microsoft's sole discretion, require that existing certified Offers be re-evaluated against the updated Criteria, you must promptly, and no later than 30 days after the event, submit a request for re-evaluation, or discontinue the use of the Microsoft Mark in any manner that may imply that the Offer continues to meet the Microsoft 365 Certification Criteria.

(g) **Certification Term.** Upon receipt of the Notice of Certification, your Offer will be considered a Microsoft 365 Certified Offer for the Certification Term. The "**Certification Term**" expires at the sooner of:

- (i) one year from the date of the Notice of Certification;
- (ii) within 30 days after a material change as described in Section 2(f), provided

however, that if you have submitted a request for re-evaluation within 30 days of the event of material change, the Certification Term will be automatically extended for up to 30 additional days while Microsoft completes the re-evaluation based on the revised information for the Offer. If, at the end of the additional 30-day re-evaluation period, you have not received a renewed Notice of Certification, the Certification Term will immediately cease; or

(iii) termination of the Microsoft 365 Certification Program, termination of the availability of a Microsoft Mark, or suspension or termination of your Offer under the Agreement.

3. MICROSOFT MARK

(a) **Limited License.** Subject to all the terms of this Addendum, we grant you a limited, non-exclusive, non-transferable, worldwide license to use the Microsoft Mark solely (i) in connection with your Microsoft 365 Certified Offer and (ii) in compliance with Microsoft's Branding Guidelines. We reserve all rights not expressly granted herein.

(b) **Trademark Footnote.** Where you include a trademark footnote to give notice of your own trademarks or third-party trademarks in relation to a Microsoft 365 Certified Offer, you must add the following wording (or wording having equivalent legal effect) to the trademark footnote, when using a Microsoft Mark: *"All other trademarks are the property of their respective owners."*

4. TERM AND TERMINATION

(a) **Term.** For each individual Microsoft 365 Certified Offer, this Addendum shall extend for the Certification Term unless you (i) cease to offer the Microsoft 365 Certified Offer for sale or distribution, or (ii) you or your Microsoft 365 Certified Offer are in material breach of this Addendum

(b) **Cessation of Microsoft Marks Use.** Upon expiration or termination of this Addendum for any reason whatsoever, you will immediately cease all use of the Microsoft Mark. However, unless this Addendum is terminated for your breach, you may distribute then-existing advertising materials containing Microsoft Mark for a period of 120 days.

5. MODIFICATION TO THE MICROSOFT 365 CERTIFICATION PROGRAM

(a) **New Certifications.** Any time you submit an Offer for evaluation pursuant to the Agreement, you agree to be bound by the then-current terms and conditions. If you do not agree with such an update to this Addendum, you have no right to (and must not) submit an Offer for evaluation and certification.

(b) **Impact on Microsoft 365 Certified Offer.**

(i) In the event we update this Addendum, including without limitation the Criteria, after you have already received a Notice of Certification, the existing Notice of Certification will remain valid for the then-existing remainder of the Certification Term except as stated in Section 5(b)(ii).

(ii) If we update the Criteria or other aspects of the Certification that require re-evaluation of your Offer, we will provide you with a written notice (email shall suffice), and you will be required to resubmit your Offer for re-evaluation, or terminate the use of the Microsoft Marks, in accordance with Section 2(f).

ADDENDUM D: COMMERCIAL BENEFITS PROGRAM ADDENDUM

This Commercial Benefits Program Addendum ("**Addendum D**") supplements the Terms and Conditions of the Agreement.

1. THE PROGRAM

Under the Commercial Benefits Program ("**Program**") you may qualify to receive certain benefits ("**Program Benefits**") from Microsoft or its third-party partners or qualify to participate in additional sub-programs.

2. HOW IT WORKS

You will be automatically enrolled in the Program when you make your Offer available through the Commercial Marketplace. Program Benefits may become available from time to time during the Program term.

3. PROGRAM BENEFITS; REQUIREMENTS AND LIMITATIONS

(a) To qualify for many of the Program Benefits, your Offer must be available to transact in our Commercial Marketplace.

(b) Program Level.

(i) Some Program Benefits will be made available only to Partners with certain development expertise. For purposes of this Agreement, development expertise will be known as "**Program Level.**"

(ii) Your Program Level will be determined by Microsoft, based on criteria such as your existing Offer performance, type of Offer, market relevance of your existing Offers, Customer feedback on your existing Offers, and level of investment and success.

(iii) You may need to provide Microsoft with information about existing Offers that you have on other platforms for Microsoft to determine your Program Level. You may also need to register with a third-party service for Microsoft to verify this information. Microsoft is not responsible for such third-party service. Your use of the third-party service may be subject to that third party's terms and conditions.

(iv) Your Program Level may change during the Program term and will be determined by Microsoft in its sole discretion.

(c) Some Program Benefits may have additional qualifying criteria, which you will need to meet to be eligible for those benefits. Such criteria will be disclosed by Microsoft when the Program Benefits are made available.

(d) Some Program Benefits may be subject to additional terms. By using such Program Benefits, you agree to be bound by these additional terms.

(e) Some Program Benefits may be provided by third parties. Microsoft is not responsible for third party websites, services, or Program Benefits. Your use of such Program Benefits may be subject to that third party's terms and conditions.

(f) Program Benefits may be limited in number, change without notice, and be available for a limited time only or while supplies last. Some Program Benefits may be available in limited geographies and limited languages. Microsoft may substitute Program Benefits with a benefit of equal or greater value in the event supplies of a Program Benefit are exhausted.

4. RIGHT TO CANCEL, TERMINATE, MODIFY, OR SUSPEND

Microsoft may, in its sole discretion, cancel, terminate, modify, or suspend the Program, Program terms or any Program Benefits, in whole or in part. A Program Benefit may be withheld, reduced, or terminated or you may be removed from the Program, at any time and in the sole discretion of Microsoft. Microsoft may exercise its rights under this section for any reason, including, without limitation if you breach any of your obligations under this Addendum D or if you are suspected of committing fraud under this Program. In the event of such an occurrence Microsoft may post a notice on the Program page.

Microsoft Publisher Agreement version 8.0 May 2021

Article • 09/14/2021 • 63 minutes to read

Version: 8.0

Effective date: May 15, 2021 Review our change log.

Thank you for your interest in publishing an offer with Microsoft. This Publisher Agreement ("**Agreement**") describes the relationship between you ("**Publisher**," "**you**," or "**your**") and Microsoft Corporation ("**Microsoft**," "**we**," "**us**" or "**our**") and governs your listing of Products on our Commercial Marketplace and using Partner Center for such purposes.

By submitting a Product or Product Assets for publication in the Commercial Marketplace or using features of Partner Center related to publication on the Commercial Marketplace, you agree to the terms of this Agreement. Microsoft may update this Agreement at any time and will notify you of such changes. By continuing to use your Publisher Account or Listing your Products in the Commercial Marketplace after the changes become effective, you agree to the new terms. If you do not agree to the new terms, you must remove your Products from the Commercial Marketplace and close your Publisher Account.

This Agreement contains terms applicable to the Commercial Marketplace, and the Addenda contain terms for specific Products and programs. The Addenda may contain additional or different terms from the body of this Agreement, and in such case, the Addenda will control.

The Agreement consists of:

- the Terms and Conditions;
- Addendum A – Terms and Conditions Applicable to Specific Categories of Product;
- Addendum B – Terms and Conditions Applicable to Distribution of Products through Microsoft indirect channels and in Reseller Countries;
- Addendum C – Terms and Conditions applicable to the Office Store, and Microsoft 365 Certification Program;
- Addendum D – Commercial Benefits Program;
- the provisions in any documents or online resources referenced in other parts of this Agreement, including Documentation.

TERMS AND CONDITIONS

1. PUBLISHER ACCOUNT

To submit Products to the Commercial Marketplace, you must open a Publisher Account through the Partner Center and provide all information required by Microsoft to approve you as a Publisher. Microsoft may use your contact information provided for the Microsoft Partner Network to send you information regarding announcements, programs, updates, and the like for the Microsoft Partner Network and your activities with your Publisher Account. You agree that Microsoft may display in the Commercial Marketplace the contact information (including email address) that you provide for Customer support and transactional purposes. You are responsible for all activity that takes place with your Publisher Account. If you fail to keep your Publisher Account in good standing, Microsoft may revoke your Publisher Account, remove your Products from the Commercial Marketplace, delete Product ratings and reviews, retain associated fees (if any), and pursue any other remedies available to Microsoft.

2. SUBMISSION, CERTIFICATION, AND DISTRIBUTION OF PRODUCTS

(a) **Appointment of Microsoft.** Microsoft provides the technology and services enabling the Commercial Marketplace (including Customer purchases of Products as described in Section 5). Except as otherwise provided in Section 5(a), you appoint Microsoft as your agent or commissionaire, as applicable, for these purposes. You acknowledge that you, not Microsoft, are the distributor of Products acquired through the Commercial Marketplace.

(b) **Submission.** You must submit to Microsoft each Product that you wish to make available through the Commercial Marketplace, including any Product Assets and updates. You are solely responsible and liable for the Product and Product Assets, including all delivery and support. Microsoft may retain copies of the Product Assets and the materials you submit for your Listing. Microsoft will not return them, so you must maintain your own backup copies.

(c) **Updates to Product.** You may submit updates to Products available in the Commercial Marketplace. Those updates are subject to the requirements of this Agreement.

(d) **Certification.** Each Product (including any updates) is subject to Certification before such Product is made available in the Commercial Marketplace. Certification and post-publication assurances, described below, may include Microsoft scanning

submitted Products for identification of security vulnerabilities. Microsoft's Certification of a Product does not constitute any representation or acknowledgment by Microsoft that the Product complies with such requirements, nor does it constitute any acceptance by Microsoft of any responsibility or liability for the Product.

(e) Post Publication Assurances. Once published in a Commercial Marketplace, Microsoft may periodically test and evaluate your Product to verify that it continues to comply with this Agreement and Documentation. Microsoft may also modify your Product description solely to correct obvious spelling, grammatical or typographical errors.

(f) Removing a Product Listing. If you wish to remove your Product, you may do so via your Publisher Account in the Microsoft Partner Center. Within a reasonable time, Microsoft will remove the Product from the applicable Commercial Marketplace and cease making the affected Product available through the Commercial Marketplace.

(g) Microsoft Removal and Disablement Policies. Microsoft may remove or suspend the availability of any Product from the Commercial Marketplace for: (i) your breach of this Agreement (including Documentation); (ii) your termination of this Agreement or of the license grants associated with a Product; (iii) an assertion or claim that your Product infringes the intellectual property rights of a third party in accordance with our Notice and Takedown process for services [☞](#); (iv) complaint(s) about the content or quality of your Product; or (v) an allegation of or your violation of any applicable law, regulation, or regulatory guideline. Microsoft also may disable your Product if: (A) Microsoft determines that the Product causes harm to Customers or their devices, third parties (including any Covered Parties) or any network, (B) pursuant to a request or instruction from a Customer, or (C) to comply with any judicial order, or government law, regulation, or order.

(h) Infringement Claims. If you believe another Product violates your rights, you may submit a claim to Microsoft in accordance with our Notice and Takedown process for services [☞](#). If Microsoft refers a claim to you, you will promptly respond and comply with any requirements in the Notice and Takedown process.

(i) Product Placement and Promotion. Microsoft reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Products anywhere in the Commercial Marketplace, except as may be otherwise agreed between you and Microsoft.

(j) Product Rankings and Ratings. The Commercial Marketplace may allow Customers to comment on and rate Products and display such comments and ratings on your Product, including comments and ratings sourced from third parties. Microsoft may make rankings, ratings, or comments publicly available. Microsoft may use those ratings

and other data to determine the placement or marketing of Products in the Commercial Marketplace. You may not attempt to manipulate rankings, ratings or comments for your Product or any other Product. Microsoft may remove any rankings, ratings, or comments at its sole discretion and for any reason.

(k) Modification or Discontinuance. The Commercial Marketplace and the Partner Center are the property of Microsoft. Microsoft may, in its sole discretion, change or discontinue the Commercial Marketplace or the Partner Center at any time.

3. LICENSES

(a) Grant of Rights to Microsoft. You do not transfer ownership of any Product to Microsoft by submitting it for publication. By submitting a Product and Product Assets for publication, except for third party rights and material under open source licenses described in Section 3(b), you directly grant to Microsoft, the worldwide, non-exclusive right to: host, install, reproduce, publicly perform and display via any digital transmission technology, your Product and Product Assets, solely as necessary to operate the Commercial Marketplace, display and manage your Listings, perform Certification, and make available your Listing to Customers.

(b) Third Party Rights/Open Source Licenses. Your Product and the Product Assets must not infringe or misappropriate any intellectual property or personal right of any third party. If any portion of your Product's code is licensed from a third party or under any open source license, you are solely responsible for compliance with those license terms and conditions and ensuring that Microsoft, in its capacity as your agent or commissionaire, has the necessary rights to perform its obligations to you under this Agreement. You are, at your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through your Product or Product Assets), and for undertaking all related reporting obligations.

(c) Marketing Rights. You grant Microsoft, its agents, contractors, licensees, marketing partners, and Covered Parties the right to use, reproduce, display, publicly perform and publish your entity name and Product Assets, in connection with the marketing of the Product through the Commercial Marketplace and Microsoft and Microsoft Affiliate websites, products and services related to the Commercial Marketplace. Nothing in this Agreement precludes Microsoft from using your Product or Product Assets as permitted by law (e.g., fair use under applicable copyright law or "referential" use under trademark law).

(d) Product License to Customer. You, not Microsoft, will license or grant any necessary rights to your Products and any Product Assets to Customers. You may provide your own end user license agreement or other applicable terms, (subject to the requirements herein, including any privacy policy required under the Agreement), or you may elect to govern Customers' use of your Product with the Microsoft Standard Contract (available [here](#)). If you do not provide your own license agreement (or, if you elect to use the Standard Contract), then the Standard Contract terms will apply between you and Customers. Any licenses and grants are between you and Customers and will not create any obligations or responsibilities of any kind for Microsoft. You acknowledge that Microsoft grants no right or license to your Products through the operation of the Commercial Marketplace or through enabling you to provide Products through the Commercial Marketplace.

(e) License to Microsoft Marks. While your Product is Listed in the Commercial Marketplace, Microsoft grants you a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license to use the Microsoft Marks in connection with advertising for your Product, solely as described in the Microsoft Marketing Guidelines [and](#) in compliance with the General Microsoft Trademark and Brand Guidelines [and](#). You will correct any misuse of Microsoft Marks upon Microsoft's reasonable notice, and will cease using Microsoft Marks if you fail to correct such misuse. Microsoft reserves all rights not expressly granted herein. Microsoft is the sole owner of the Microsoft Marks and associated goodwill, and the sole beneficiary of the goodwill associated with your use of the Microsoft Marks. You will not acquire any right, title, or interest in the Microsoft Marks because of your use of the Microsoft Marks. You hereby assign and will assign in the future any rights you may acquire in the Microsoft Marks as a result of your use of the Microsoft Marks under this license, along with the associated goodwill. You will reasonably assist Microsoft at Microsoft's expense in protecting the Microsoft Marks. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Microsoft Marks and will control any legal action concerning the Microsoft Marks.

4. PRODUCT REQUIREMENTS

Each Product you submit to Microsoft for publication and distribution through the Commercial Marketplace must meet the following requirements:

(a) General Requirements. The Product must comply with this Agreement and the Documentation.

(b) Local Law. Your Product and your marketing of the Product must comply with the applicable laws of each territory or country in which you elect to make the Product and Product Assets available. This includes applicable: (i) Data Protection Law; (ii)

telecommunications laws; (iii) content ratings regulations; (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products; (v) export control laws; (vi) tax laws, regardless of the origin of your Product; (vii) medical device regulations; and (viii) financial regulations. If you are required to make any disclosures to consumers prior to sale or download of the Product, you must provide those in the Product description field (unless they are provided elsewhere your Listing). The Commercial Marketplace' product description pages may include your full contact information and information about in-Product purchases available in a Product. You must make such notices sufficiently prominent as is required by local law. You must disclose to Microsoft any controlled technology employed, used or supported by your Product that may impose any legal obligations or requirements on Microsoft. You must inform Microsoft of such legal obligations and requirements, and take any action if necessary for Microsoft to comply with its legal obligations. You may not use the Commercial Marketplace or any services or tools made available for the development of Products for, or to permit others to carry out, any illegal activity or breach of contract.

(c) Support. Microsoft is not responsible for providing support for your Products. You must provide to Microsoft current technical and billing support contacts via e-mail and phone for when Microsoft receives technical or billing questions from Customers about your Product. You will use best efforts to respond to any inquiry received by Microsoft about your Product. You will ensure that any support options described in your listing information remain available to Customers for as long as the relevant Product is available in the Commercial Marketplace and/or to Customers.

5. TERMS APPLICABLE TO PAID TRANSACTIONS THROUGH THE COMMERCIAL MARKETPLACE

(a) Appointment of Microsoft.

(i) You appoint Microsoft as your agent or commissionaire, as applicable, for the purpose of facilitating Customer purchases through the Commercial Marketplace. In this role, you acknowledge that: (A) Microsoft will receive on your behalf amounts that a Customer pays when they acquire any of your Products through the Commercial Marketplace; (B) Microsoft's services to you include the processing of purchases, returns, and chargebacks for you arising out of the purchase by Customers of your Products; and (C) Microsoft will make payments to you in accordance with this Section 5. You grant Microsoft the right to appoint any Covered Parties (solely as required to administer value-added tax ("VAT") obligations and for collection and payout of applicable fees made under this Agreement) as sub-agents and also grant any Covered Party appointed by Microsoft the right to

appoint other Covered Parties as sub-agents.

(ii) For any transactions that involve a purchase of your Product by an Australian Customer (as determined by Microsoft), you understand and agree that Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in Australia for such purchase, to Microsoft Regional Sales Corporation, located at 438B Alexandra Road #04-09/12 Block B, Alexandra Technopark Singapore 119968 ("**MRS**"), or Microsoft Pty Ltd, located at 1 Epping Road, North Ryde, New South Wales, Australia 2113 ("**MPL**"). You and MRS or MPL (as the case may be) agree for purposes of Section 84-60 of A New Tax System (Goods and Services Tax) Act 1999 (the "**AU GST Act**"): (A) Section 84-55 of the AU GST Act applies to sales of your Products made available by you through the Commercial Marketplace as if such sales were an inbound intangible consumer supply; and (B) for the purposes of the AU GST Act, MRS or MPL (as the case may be) is treated as the supplier of and as making the supply for consideration for which it was made.

(iii) For any transactions that involve a purchase of your Product by a New Zealand Customer (as determined by Microsoft), where Microsoft has assigned its right to act as your agent or commissionaire (as the case may be) solely to the extent required to allow Microsoft to manage the local tax collection requirements in New Zealand for such purchase, to Microsoft New Zealand Limited, located at Level 5, 22 Viaduct Harbour Avenue, PO Box 8070, Symonds Street, Auckland 1150, New Zealand ("**MSNZ**"), you understand and agree to such assignment. You and MSNZ agree: (A) for the purposes of Section 60(1AB) of the Goods and Services Tax Act 1985 ("**NZ GST Act**") MSNZ, and not you, are treated as making the supply of your Product to Customers located in New Zealand in the course and furtherance of a taxable activity carried on by you; and (B) for the purposes of Section 60(1B) of the NZ GST Act that the supply of your Product to New Zealand Customers is treated for the purposes of the NZ GST Act as two separate supplies, being: (1) a supply of goods and services from you to MSNZ; and (2) a supply of goods and services from MSNZ to the Customers, treating MSNZ as if it were the principal for the purpose of the supply.

(iv) Microsoft acts as a reseller, rather than your agent, in making your Product(s) available in the Commercial Marketplace in the country(ies) and to the extent listed at: Tax details for commercial marketplace publishers², and as further described in Section 2 of Addendum B, entitled Products Made Available in Microsoft Reseller Countries.

(b) Product Pricing. When you submit a Product for publication, you will designate the price (if any) to be charged to Customers for use of your Product. The publishing portal may direct you to designate prices for different Product SKUs, geographies, currencies, or other aspects of your Product. Microsoft will convert the prices from the currency a Customer pays with to your elected payment currency at the exchange rate we make available to you as described in Geographic Availability and Currency Support. If you wish to set a different price for a market from Microsoft's exchange rate price, you may change the price for that market. Microsoft may change its supported currencies or the default currencies for certain markets after providing you 30 days' notice of any such changes.

(c) Publisher Net Revenue. Amounts payable to you will be based on the Publisher Net Receipts minus the applicable Store Service Fee. The applicable Store Service Fee, which will be charged by Microsoft, or in Microsoft's sole discretion, by a Microsoft Affiliate, is provided at Commercial Marketplace Fees [☞](#). Microsoft will provide no less than 90 days' notice prior to an increase to the Store Service Fee. The total sum payable hereunder is referred to as "**Publisher Net Revenue**". For clarity, Publisher Net Revenue only applies to Products purchased directly through the Commercial Marketplace and excludes licenses purchased outside of the Commercial Marketplace. We will include a transaction report along with payments made to you hereunder that reflects the calculation of Publisher Net Revenues and the number of purchased Products used or downloaded by Customers during the relevant payment period, as applicable.

(d) Payment to Publishers. We will pay you applicable Publisher Net Revenues within each payment period, as specified at Payout Schedules and Processes [☞](#).

(e) Payment Processing. Microsoft will pay you Publisher Net Revenues in accordance with Microsoft's then-current payment policies and in the manner you indicate during the Publisher Account setup, which may include checks payable to you and sent via U.S. mail or ACH electronic payment to a financial institution that you designate. You must provide Microsoft (or our third-party payment processor) with all financial, tax, and banking information requested so that we can pay you under this Agreement. Your failure to keep such information current and accurate may result in Microsoft's removal of your Product from the Commercial Marketplace and forfeiture of amounts owed to you under this Agreement. A Customer will be deemed to have paid in full for your Product when Microsoft receives payment from the Customer, and any failure by Microsoft to remit the amounts owing to you will not affect a Customer's rights to the Product. Microsoft is not responsible for delay or misapplication of payment because of incorrect or incomplete information supplied by you or a bank or for failure of a bank to credit your account. If you are outside of the United States of America, Microsoft may remit payment to you in the local currency of your address for payment, using Microsoft's then-current conversion rates for United States Dollars ("USD"). The amount

you receive will depend on the rates and fees imposed by your financial institution and on any applicable tax withholding requirements, and will be inclusive of any sales, use, goods and services, value-added, or similar taxes that may be chargeable by you to Microsoft.

(f) Refund, Reconciliation, and Offset. You are responsible for all taxes, costs and expenses for returns, and chargebacks of your Product, including the full refund and chargeback amounts paid or credited to Customers. Refunds and chargebacks processed after you receive the payments will be debited against your account. If Microsoft is unable to collect payments from Customer, Microsoft may offset any amounts owed to Microsoft (including the refund and chargeback costs described in this paragraph) against amounts Microsoft owes you. You grant Microsoft a right to provide refunds to Customers in accordance with Microsoft's prevailing policies and applicable laws from time to time. For clarity, if Microsoft provides you payment of the Publisher Net Revenue in advance of receiving such payment from the Customer, and Customer does not pay Microsoft, Microsoft may offset any such amounts paid and request a refund of any such prepaid amounts from you.

(g) Payments Post Removal or Suspension. Microsoft will pay you the amounts owed (if any) that accrued before removal or suspension of your Product unless your Product is removed or suspended in accordance with Section 2(g) of this Agreement. Microsoft's termination and suspension rights are without prejudice to any other rights and remedies available to Microsoft.

(h) Taxes on Payments. You are responsible for your own taxes, including taxes unique to where you reside, that are related to payments you may receive under this Agreement. You are also responsible for paying any sales, use, goods and services, value-added or similar taxes (if any) in connection with any Store Service Fee that Microsoft collects from you. You must provide accurate information regarding your tax profile as requested by Microsoft. If you complete and submit to Microsoft a Certificate of Foreign Status, you: (i) hereby represent and warrant that your services are not provided in the U.S.; or (ii) must notify Microsoft via e-mail to us_services_notify@microsoft.com that your services are performed in the U.S. If Microsoft is required to withhold any taxes on any amounts to be paid by Microsoft to you, Microsoft will deduct such taxes from the amount owed and pay them to the appropriate taxing authority and, as required and solely to the extent within Microsoft's ability, as determined in its sole discretion, to obtain an official receipt for any such taxes withheld and deliver such receipt to you. Microsoft will use reasonable efforts to minimize such taxes to the extent permissible under applicable law, and each party will reasonably cooperate with the other to obtain the lowest tax rates or elimination of such taxes pursuant to the applicable income tax treaties. If a Customer is required to withhold any taxes on the purchase of your Product, the amount to be paid by Microsoft

to you will be reduced by such withheld amount, and Microsoft will not provide to you any receipt for any such withheld taxes. If you are located in Australia and wish to submit paid Products to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (A) are required to be registered for Australian Goods Services Tax ("AU GST"); (B) must provide Microsoft with your Australian Business Number; and (C) must affirm that you are AU GST registered when setting up your Publisher Account. If you are located in New Zealand and wish to submit paid Products to the Commercial Marketplace for distribution by Microsoft (or any sub-agents appointed in accordance with Section 5(a) of this Agreement) as your agent or commissionaire, you: (1) are required to be registered for New Zealand Goods and Services Tax ("NZ GST"); and (2) must affirm that you are NZ GST registered when setting up your Publisher Account. If you are in a country that recognizes a sale to Microsoft as a taxable supply for VAT/GST purposes, that supply is deemed to be made to Microsoft exclusive of VAT. Microsoft makes no warranty that its collection of taxes as related to agency transactions in the countries listed in accordance with Section 5(i) discharges you from your own tax obligations.

(i) Taxes on Product Transactions. Each of you and Microsoft's responsibilities for calculating, charging, collecting and remitting sales, use goods and services, value-added or similar taxes, if any, applicable to Customers' acquisitions of your Product through the Commercial Marketplace are available at Tax details for Microsoft commercial marketplace [↗](#). Microsoft makes no warranties that Microsoft's or its Affiliates' actions will completely satisfy your obligations in these countries. You are solely responsible for determining whether you have any tax obligations in any country. You are also solely responsible for appropriately identifying the content type for, and providing accurate information to Microsoft with respect to, any content you offer or sell from within your Product. Microsoft is not responsible for collecting and remitting telecommunications taxes or any similar taxes in connection with Customers' acquisition of your Product. You acknowledge and agree to cooperate with Customers to facilitate the furnishing, exchange, transmittal or other provision of tax documentation, and such cooperation includes, but is not limited to, authorizing Microsoft to grant Customers the ability to contact you to obtain any required tax invoices.

6. WARRANTIES

You represent, warrant, and undertake to Microsoft that:

(a) you have the power and authority to enter into this Agreement and to fully perform your obligations under this Agreement;

- (b) if you are a business or other legal entity, then the individual entering into this Agreement on your behalf represents that he or she has all necessary legal authority to bind you to this Agreement;
- (c) your Product and Product Assets, together with all advertising or other materials accessible from or that provide access to your Product and Product Assets comply with and will continue to comply with all requirements of this Agreement;
- (d) if you are registered as a Microsoft partner your performance under this Agreement will comply with the Microsoft Partner Code of Conduct [↗](#);
- (e) Listing, distribution, and monetization of your Product in the Commercial Marketplace does not and will not violate any agreements to which you are a party or of which you are otherwise aware. You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for you to make your Product, or Product Assets available in the Commercial Marketplace and for your Product to access any Internet-based or Microsoft-provided services, if any, to which the Product enables access;
- (f) Microsoft's exercise of the rights you grant under this Agreement will not obligate Microsoft or its Affiliates to pay any third party any amounts; and
- (g) the information you provide to Microsoft under or in connection with this Agreement is true, accurate, current, and complete.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND DATA PROTECTION

(a) **Confidentiality.** Information shared under this Agreement is subject to our existing Non-Disclosure Agreement ("**NDA**"). If no NDA exists, then during the term of this Agreement and for 5 years after, the parties will hold in strictest confidence, and will not use or disclose any Confidential Information of the other party to any third party (except to an Affiliate or contractor performing services on behalf of the recipient, and only subject to confidentiality terms as protective as this section). This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

(b) **Privacy.**

(i) **Disclosure of Information.** Microsoft may disclose your contact information as necessary for Microsoft to administer this Agreement through its Covered Parties and other parties that help Microsoft administer this Agreement. Where required for Microsoft's license administration, incentive program participation, or financial

settlement, you will provide the following additional information about transactions with Customers to Microsoft: Customer name and address and system where Product is being installed (i.e., Tenant ID and location).

(ii) **Privacy Policy.** You must maintain a privacy policy if: (A) your Product accesses, collects or transmits any Personal Data to you or a third party; (B) you elect to receive Product Analytics and Error Reporting Data as provided in this Section 7; or (C) otherwise required by law. You are responsible for informing Customers of your privacy policy (including by submitting that policy to us for display to Customers).

(iii) **Contacting Customers.** Microsoft may share Customer information with you, which may include Personal Data. You must only use the Customer contact information and any other customer Personal Data in accordance with Data Protection Law and solely for transactional purposes to contact the Customer regarding your Products available in the Commercial Marketplace. You may not use such contact information to direct Customers to purchase your Product on competing marketplaces. You must independently obtain Customer's consent for any other use, including for marketing purposes, of Customer contact information or Customer Personal Data obtained from Microsoft, and Microsoft will not be responsible or liable for such other use.

(iv) **Roles.** With respect to the Personal Data collected from Customers, you and Microsoft agree that you and Microsoft are not joint controllers, as defined in the GDPR, of the Personal Data that each independently Processes. Microsoft is an independent controller for such purposes and you are an independent controller or a processor to an entity other than Microsoft as applicable based on your relationship established with Customers.

(c) Data Protection.

(i) **Error Reporting Data.** Microsoft may, at its discretion, provide you with crash data ("**Error Reporting Data**"). If Microsoft provides any Personal Data in the Error Reporting Data, then between you and Microsoft, that Personal Data is Microsoft Confidential Information. You agree to use Error Reporting Data solely for the purpose of testing and resolving compatibility issues, fixing and resolving "bugs" or other quality issues related to your Product, and not to disclose it for any purpose. You agree to delete such Error Reporting Data that includes Personal Data within 30 days after receipt, and to return to Microsoft or destroy that information immediately upon Microsoft's request. During such 30 days, you must store any Personal Data only on a secure server with access to such server limited to you, or if

an entity, your regular employees with a business need for access. The following types of non-personally identifiable data can be retained beyond 30 days, also on a secure server with limited access: counts of error entities (e.g., buckets, events, failures), version ranges, application names, module names, exception codes, problem classes, failure offsets, extracted symbolic information including: call stacks and symbols, loaded and unloaded module lists (including names, versions, and linker generated information, timestamps, checksum, size). If you are served with a court order compelling disclosure of any Personal Data, you will oppose the order, will notify Microsoft of such order, and will provide Microsoft the opportunity to intervene before you file any response to the order. You agree to conduct an audit on at least an annual basis to verify your compliance with the terms of this section.

(ii) **Product Analytics Data.** Microsoft may, at its discretion, provide you with in-Product telemetry ("**Product Analytics**") data. If Microsoft exposes you to any Personal Data in the Product Analytics data, then between you and Microsoft, that Personal Data is Microsoft Confidential Information. You agree to use Product Analytics data solely for improving your Product. Further, you agree not to provide any Product Analytics data to third parties (except for a third-party service provider who is assisting you in processing and analyzing such data on your behalf and who is not permitted to use it for any other purpose or disclose it to any other party). You are not permitted to aggregate (or permit any third-party to aggregate) the Product Analytics data with any third-party data. You must not use the Product Analytics data to attempt to identify or derive information about any particular end-user or device.

(iii) **Compliance with Data Protection Law.** Each party will comply with the obligations imposed on it under all applicable Data Protection Law.

(d) **Security.** Your Products, network, operating systems and the software of your servers, databases, and computer systems must use reasonable security measures to protect Customer information. Your Product must not jeopardize or compromise user security, the security of the Commercial Marketplace, any related services or systems, or any Customer's systems and must not install or launch executable code on the user's environment beyond what is identified in or may reasonably be expected from the Product listing.

(i) **Security Standards.** If your offer collects credit card information or uses a third-party payment processor that collects credit card information, the payment processing must meet the current PCI Data Security Standard ("**PCI DSS**").

(ii) **Security Incidents.** You must report suspected security events, including security incidents and vulnerabilities of your Product and service offerings, at the earliest opportunity by using the following notification [↗](#) process.

8. REPORTING

Microsoft will provide you the reporting capabilities we are required to provide under applicable tax laws and regulations. The reporting capabilities available to you through Partner Center will provide aggregate information relating to your Product downloads and Product transactions and Microsoft's payments to you under this Agreement.

9. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

(a) **DISCLAIMER OF WARRANTY.** WE PROVIDE THE COMMERCIAL MARKETPLACE AND PARTNER CENTER "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. MICROSOFT MAKES NO WARRANTIES RELATED TO ANY PROGRAMS OFFERED IN CONNECTION WITH OR ANY OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE COMMERCIAL MARKETPLACE AND PARTNER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE COMMERCIAL MARKETPLACE OR PARTNER CENTER WILL BE UNINTERRUPTED OR ERROR FREE.

(b) **LIMITATION OF LIABILITY.** EXCEPT FOR THE OBLIGATIONS ARISING OUT OF SECTION 9(d) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU CAN ONLY RECOVER FROM COVERED PARTIES DIRECT DAMAGES UP TO THE GREATER OF: (i) THE TOTAL AMOUNTS YOU RECEIVED OR WERE DUE TO RECEIVE UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS; OR (ii) FIVE THOUSAND (\$5,000) USD.

(d) **Indemnity.** You will defend, indemnify and hold harmless Covered Parties, from and against (including by paying any associated costs, losses, damages or expenses and attorneys' fees) any and all third party claims: (i) alleging that your Product infringes any proprietary or personal right of a third party; (ii) arising from your breach of this Agreement, (iii) relating to the functionality of, the use of, or the inability to use the Product, including any claims of product liability or misleading advertising; or (iv) by any tax authority based on any nonpayment or underpayment of any sales, use, goods and services, value-added or other similar tax, including any associated penalties and interest, which you are obligated to pay. The Covered Party will: (A) promptly notify you of the claim; provided, however, a Covered Party's failure to notify you shall not relieve you of any liability that you may have, except to the extent that such failure materially prejudices your legal rights; and (B) at your reasonable request, provide you with reasonable assistance in defending the claim. You will: (1) reimburse the Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance; and (2) permit the Covered Party, through mutually acceptable counsel, to answer and defend such claims. You will not make any settlement or compromise of a claim or admit or stipulate any fault or liability on a Covered Party with respect to any claim covered by this section without such Covered Party's express, prior written consent. Covered Parties who are not party to this Agreement are beneficiaries of this Agreement solely for the purpose of enforcing the rights granted to such Covered Parties in this Section 9.

(e) **Limitation on Claims.** As permitted by applicable law, any claim related to this Agreement or to a Commercial Marketplace must be filed within one year of the claimant first becoming aware of the claim. If it is not filed within that time, then the claim is permanently barred. This applies to you and your successors and to Microsoft and our successors and assigns.

10. TERM AND TERMINATION

(a) **Termination for Convenience.** This Agreement will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason or no reason, upon 30 days' written notice.

(b) **Effect of Termination.** Within 30 days of either party's notice of termination of the Agreement, Microsoft will remove all of your Products from the Commercial Marketplace, notify existing Customers that the product has been removed and may not be used after the Wind-Down Period specified in 10(c), and for Microsoft billed

transactions, stop billing Customers for your Products after the Wind-Down Period. We reserve the right to remove your Products on an expedited basis if we terminate this Agreement for material breach.

(c) **Wind-Down Period.** Except as set forth in this Section 10(c), if a Product is removed, we will continue to bill for usage for 90 days ("**Wind-Down Period**"). You must continue to provide any services that are part of your Product to each existing Customer during the Wind-Down Period. You are responsible for terminating any Customer access after termination and any applicable Wind-Down Period. Except in cases where termination is legally required or is otherwise necessitated by compelling circumstances, such as fraud or a claim of intellectual property infringement, we will not stop billing for Products transacted in the Commercial Marketplace prior to completion of the applicable Wind-Down Period.

11. MISCELLANEOUS

(a) Notices.

(i) All notices that you provide to Microsoft under this Agreement must be sent through Partner Center using this link [↗](#).

(ii) For notices to you under this Agreement, you will identify an individual through the Partner Center to serve as the primary contact for Partner Center notices and messages. This contact will receive all notices unless you change such contact information through Partner Center.

(b) **Assignment.** Microsoft may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you to a Microsoft Affiliate. Microsoft may perform certain of our obligations under this Agreement through one or more Microsoft Affiliates. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

(c) **Sublicensing and Subcontractors.** Microsoft may sublicense its rights under this Agreement to third parties or otherwise authorize third parties to assist Microsoft in performing its obligations or exercising its rights under this Agreement. Microsoft will remain obligated under this Agreement for the performance of such third parties excepting any assumption of responsibility for the administration of any sales, use, goods and services, value-added or other similar tax.

(d) **URLs.** URLs listed in this Agreement also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified

URLs.

(e) Choice of Law and Venue. This Agreement is governed by Washington state law (disregarding conflict of laws principles) and the parties consent to exclusive jurisdiction and venue in the state and federal courts in King County, Washington, USA. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts. In any action or suit related to this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees.

(f) Miscellaneous. A party's failure to enforce any rights under this Agreement will not be deemed a waiver of the same right on another occasion, or of the right to enforce any other right under this Agreement. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive. This Agreement is nonexclusive, and nothing in this Agreement restricts you or Microsoft from entering into other, similar agreements with other marketplaces or partners, or from acquiring, licensing, developing, manufacturing, or distributing similar or competing technologies. This is the entire Agreement between you and Microsoft in connection with your use and publication of Listings in the Commercial Marketplace. It supersedes any prior agreements between you and Microsoft regarding your use and publication of Listings in the Commercial Marketplace. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court holds that Microsoft cannot enforce a part of this Agreement as written, Microsoft may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement will not change. This Agreement's section titles are for reference only and have no legal effect. Neither this Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.

12. DEFINITIONS

(a) "Affiliate" means any legal entity that owns, is owned by, or is commonly owned with a party. **"Own"** means more than 50% ownership or the right to direct the management of the entity.

(b) "Certification" means Microsoft's process for testing the compliance of Products with the applicable Certification Requirements. A Product is "Certified" when: (i) Microsoft (or Microsoft's designated certification provider) confirms that the Product has completed and passed the Certification Requirements; and (ii) the Product is packaged and signed with a Microsoft-issued certificate for those categories of Products in which Microsoft makes available such Microsoft-issued certificates. For clarity, the Microsoft 365 Certification Program is an additional certification process, as set forth in Section B of Addendum C.

(c) **"Certification Requirements"** means the technical, functional, content, and other policy requirements provided by Microsoft, including the Commercial Marketplace certification policies [↗](#).

(d) **"Commercial Marketplace"** means the Azure Marketplace, Microsoft AppSource, the Office Store and any Microsoft owned or operated endpoints that point to those storefronts through which Products may be offered to or acquired by Customers, including any updates or successors (however named) to such storefronts.

(e) **"Confidential Information"** means all non-public information that a party designates as confidential, or which under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include information that is: (i) known to a party before the disclosing party's disclosure to the receiving party; (ii) information publicly available through no fault of the receiving party; (iii) received from a third party without breach of an obligation owed to the disclosing party; or (iv) independently developed by a party without reference to or use of the disclosing party's Confidential Information.

(f) **"Covered Parties"** means, collectively, Microsoft, Microsoft's Affiliates, authorized resale partners as described in Addendum B, and network operators that provide billing services for the Commercial Marketplace.

(g) **"Customer"** means an end user who seeks or acquires a right to use or redistribute your Product.

(h) **"Data Protection Law"** means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(i) **"Documentation"** means the Certification Requirements and such other Commercial Marketplace or Microsoft Partner Network materials, and information Microsoft makes available to you from time to time pursuant to this Agreement for your internal use.

(j) **"List," "Listed" or "Listing"** means the creation or display in the Commercial Marketplace of a catalog entry or description for a Product.

(k) **"Microsoft Mark(s)"** means trademarks and services marks, logos, badges and other business identifiers described in the Microsoft Branding Guidelines², including any other trademarks, service marks, logos, and badges that Microsoft identifies in writing as being available for use by you pursuant to the Agreement or Addenda.

(l) **"Partner Center"** means the web portal, currently available at <https://partner.microsoft.com>², or other Microsoft owned and operated interfaces, through which developers access their Publisher Account and receive communications from Microsoft relating to the Commercial Marketplace and can submit Products for Certification and make Products available in the Commercial Marketplace.

(m) **"Personal Data"** means any information relating to an identified or identifiable natural person ("**Data Subject**") and any other data information that constitutes personal data or personal information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(n) **"Processing"** means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have corresponding meanings.

(o) **"Product"** means the product submitted by you to Microsoft for evaluation, Certification, and publication through the Commercial Marketplace, including any additional content sold or offered from within a product.

(p) **"Product Assets"** means, for each Product, the name, trademarks, logos, icons, product descriptions, titles, trade dress, images, screenshots, video trailers, user generated content, and other metadata you provide to Microsoft in connection with your Product.

(q) **"Publisher Account"** means a service account for publishing your Product through Partner Center, which includes a user name and password.

(r) **"Publisher Net Receipts"** means the aggregate amounts collected by Microsoft from Customers for their use of Publisher's Products for a specific payment period, less any applicable taxes, refunds, and chargebacks (if applicable).

(s) **"Publisher Net Revenue"** means the sum payable by Microsoft to Publisher for Products purchased directly through the Commercial Marketplace. Publisher Net Revenue is calculated based on the Publisher Net Receipts minus the Store Service Fee.

(t) **"Store Service Fee"** means a fee collected by Microsoft for publishing your Product in the Commercial Marketplace, as further described in Section 5(c).

ADDENDUM A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

This Addendum supplements the terms and conditions of the Agreement for certain offer types. To the extent this Addendum contains additional or different terms than those included in the body of the Agreement, this Addendum will control.

1. VIRTUAL MACHINE IMAGES

(a) **Base Images.** In addition to all other relevant third party approvals, if your Product contains virtual machine images ("**Images**") derived from Microsoft or other party (such Image, a "**Base Image**") (such Product, an "**Image Product**"), you are responsible for obtaining any necessary permissions from the owner of the Base Image prior to publishing your Image Product.

(b) **New Virtual Machine Sizes.** For Image Products, you will be directed to designate prices based on virtual machine sizes available in Azure at the time of your publication request. Following publication of your Image Product, in the event that we plan to offer a new virtual machine size (based on the number of cores), we will notify you and provide you with at least 30 days to designate prices for the new virtual machine size. Failure to designate pricing within such time will constitute your designation of prices for the new virtual machine size equal to the rate proportional to the difference in the number of cores between the new virtual machine size compared to the existing virtual machine size(s) then in effect for your Image Product.

(c) **Virtual Machine Extensions.** Any software or other data installed by your Image Product, even if retrieved from an external location, is considered a Product for purposes of this Agreement. You will be responsible, and must provide support to Customers, for any extensions or handlers associated with your Image Products.

(d) **Inclusion of Microsoft Software Products in Image Products.** With Microsoft approval, you may include Windows Server, SQL Server and Microsoft Dynamics NAV as part of your Image Product ("**Microsoft Software Products**"). You must create your Image using a Base Image published by Microsoft in the Commercial Marketplace that

consists of the same Microsoft Software Products that you have been authorized to include in your Image Product. You may not publish an Image that includes copies of Microsoft Software Products that you obtained elsewhere, whether from Microsoft or from a Microsoft reseller. You may not download a Base Image and run copies of any Microsoft Software Products therein outside of Azure for the purpose of creating your Image unless you have valid pre-existing licenses that permit such use.

(i) **No Modification.** You must include complete copies of the Microsoft Software Products in your Image. You may configure the Microsoft Software Products solely as necessary to work with your Products. You may not modify the Microsoft Software Products in any other way, including reverse engineering, decompiling, or disassembling the Microsoft Software Products, or tampering with any license or activation features in the Microsoft Software Products. You must maintain and not alter, obscure, or remove any copyright or other protective notices, identification, branding, or legends or license terms contained in the Microsoft Software Products. Except as expressly provided, this Agreement does not grant you any right, title, or interest in or to any Microsoft Marks.

(ii) **Excluded Licenses.** You may not take any action that would cause any Microsoft Software Product, or any other Microsoft product, service, or documentation to be governed, in whole or in part, by an Excluded License. "**Excluded License**" means any license that requires, as a condition of the use, modification, or distribution of software subject to such license, that such software or other software combined or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge. Without limiting the generality of the foregoing, any version of the GNU General Public License ("**GPL**"), Lesser/Library GPL, or Affero GPL will be considered an Excluded License.

(e) **Distribution of Microsoft Software Products in Image Products.** You may only make Microsoft Software Products within your Image Product available via the Commercial Marketplace. You may not make the Microsoft Software Products that are part of your Image Product available through any other channels. Microsoft alone is the licensor of any Microsoft Software Products included within your Image Products, and any use by Customers of such Microsoft Software Products is governed by Microsoft's license terms. Nothing in this Agreement grants you the right to license or sublicense any Microsoft Software Products to Customers or any other third parties. The terms of use associated with your Image must make clear that: (i) the rights you grant to Customers extend only to your Products within the Image and not to any Microsoft Software Products within the Image; (ii) Microsoft is the licensor of any Microsoft

Software Products within the Image; and (iii) the Customer's use of any Microsoft Software Products within the Image will be governed by Microsoft's license terms.

(f) Recall of Microsoft Software Products. We may issue a notice of recall of a Microsoft Software Product at any time in our sole discretion for reasons such as, but not limited to, a serious security vulnerability in the Microsoft Software Product. If you receive a notice of recall, you agree to remove any Image Products that include the impacted Microsoft Software Product from the Commercial Marketplace within 10 business days. Following the notice of recall, we may, but will have no obligation to, make a replacement Microsoft Software Product available to you in place of the recalled Microsoft Software Product.

(g) Termination. Upon termination of this Agreement or removal of your Image Product from the Commercial Marketplace, your rights under this Addendum will automatically terminate and you must destroy all copies of Microsoft Software Products included in your Image Product.

(h) Miscellaneous.

(i) ADDITIONAL DISCLAIMER OF WARRANTIES. ALL MICROSOFT SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISK AS TO YOUR USE OF THE MICROSOFT SOFTWARE PRODUCTS, INTEROPERABILITY BETWEEN YOUR OFFERING CONTENTS AND THE MICROSOFT SOFTWARE PRODUCTS, YOUR OFFERING OF IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS, AND CUSTOMERS' USE OF YOUR IMAGES THAT INCLUDE MICROSOFT SOFTWARE PRODUCTS.

(ii) Support. Microsoft has no obligation under this Agreement to provide technical support to you regarding any Microsoft Software Products or creation of Images that include Microsoft Software Products or to Customers regarding use of any Microsoft Software Products within your Image Product.

(iii) Export Restrictions. You acknowledge that the Microsoft Software Products are of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see [Exporting Microsoft Products](#).

2. AZURE APPLICATIONS

(a) **Templates.** If you publish an Azure Resource Manager template (“**ARM Template**”) that references another publisher’s Product (a “**Third-Party Product**”), you may not represent yourself as the publisher of the Third-Party Product. You also acknowledge and agree that other publishers may reference your Products in their ARM Templates in a manner consistent with this Agreement. Notwithstanding any inclusion of your Product in another publisher’s ARM Template, you will remain the publisher of your Product for all Customer deployments of the ARM Template, your terms of use and privacy policy will continue to govern your relationship with such Customers, and such other publisher will not be entitled to any of the Publisher Net Receipts attributable to Customers’ use of your Product.

(b) **Attribution IDs.** Microsoft will insert Customer Usage Attribution IDs into your Azure Application technical payload on your behalf. A “**Customer Usage Attribution ID**” is a digital tag that enables Microsoft to identify and meter usage of resources deployed by your Product in Customer subscriptions. If your Product uses ARM APIs or Terraform to deploy Azure resources programmatically, you may also need to insert a Customer Usage Attribution ID into your API calls.

3. PRODUCTS FOR USE IN CUSTOMERS’ ON-PREMISES ENVIRONMENT

If you choose to make a Product available for use in Customer’s on-premises environments (e.g., on Azure Stack), we may enable Customers to download and use such Products in their on-premises environments. You agree that Customers’ acceptance of your terms of use for such Products will entitle them to use such Product in their on-premises environments. You acknowledge that you, not Microsoft, are the distributor of such Product.

4. METERING SERVICES

(a) **Marketplace Metering Service.** If you publish a Product that requires usage-based billing fees, you can use the Marketplace Metering Service (as defined below). The Marketplace Metering Service allows you to charge Customers based on events captured within your Product (the “**Marketplace Metering Service**”). We expect you to transmit usage-based billing data to Microsoft hourly via API, and we will use commercially reasonable efforts to notify you if we have not received usage-based billing data for 72 hours. We reserve the right to mark the usage event as expired if we do not receive usage-based billing data within 24 hours.

(b) **Customer Notifications and Support.** If you choose to use the Marketplace Metering Service you will be responsible to: (i) notify Customers that you will collect,

generate, and deliver to Microsoft all data related to Customers' usage of the Product necessary to calculate the applicable usage fees; (ii) report such usage accurately to Microsoft; (iii) notify Customers and Microsoft of any erroneous usage information reported to Microsoft; (iv) resolve any Customer inquiries with respect to usage disputes within 3 business days, and notify Microsoft if a refund to the Customer is necessary; and (v) review usage identified by Microsoft as abnormal within 3 business days. You agree that Microsoft has the right not to bill and collect fees or withhold payouts for any usage information provided more than 24 hours after the close of any billing cycle or any usage-based billing that is detected or otherwise appears to be erroneous.

(c) Recordkeeping and Audits. We reserve the right to: (i) audit your records to verify the reported usage in connection with the Marketplace Metering Service and your compliance with the Agreement; and (ii) suspend your use of the Marketplace Metering Service if you repeatedly submit erroneous usage information to us or fail to resolve Customer inquiries within 3 business days.

5. LICENSE MANAGEMENT SERVICE

(a) Applicability and Eligibility. This Section 5 applies to your Products that use Microsoft's license management service for non-Microsoft published Products (the "License Service"). Your Products may be eligible to use the License Service if you participate in the ISV Connect Program. To use the License Service, you must define and maintain in Partner Center the details (including posted pricing) for each plan for your Product that you want to license and List and may require deal registration in Partner Center.

(b) Service Description. The License Service enables (i) the Publisher to specify the number of licenses of each plan-type (e.g., Bronze, Silver, Gold) for a Customer implementation, (ii) the Customer to consent to installation of the licenses and solution by the publisher in the Customer's tenant, (iii) the Customer to assign its licenses to individual users, and (iv) Microsoft to control or block user use of the solution based on assigned user licenses.

6. MICROSOFT TEAMS PRIVATE CUSTOMIZATIONS

If you choose to make information about your Product (such as the name, short description, long description, logo, color icon, outline icon, accent color, branding and trade dress elements, developer URL, privacy URL, terms of use URL) to be freely customizable by Customers, you assume all legal risks created by such modifications, including the alternation, deletion, and replacement of your intellectual property, and the changing of any terms of use and privacy statements.

ADDENDUM B: TERMS AND CONDITIONS APPLICABLE TO DISTRIBUTION OF PRODUCTS THROUGH INDIRECT CHANNELS AND IN RESELLER COUNTRIES

1. MICROSOFT PARTNER RESELLERS

If you indicate that you want to make your Products available to indirect channels in Partner Center, you agree to the following terms.

(a) **Indirect Channels.** If Customers purchase your Product in indirect channels, your sale of the Products will be to the applicable Microsoft reseller, not Customers. We will bill the Microsoft resellers, as your agents or commissionaires, at the price you have set for a reseller for their Customers' use of your Products and will collect the Store Service Fee on Publisher Net Receipts for sales to resellers. Such Microsoft resellers will be responsible for setting the prices at which they resell your Products to their Customers (or to other Microsoft resellers) and for collecting such amounts from their Customers (or Microsoft resellers).

(b) **Limiting Countries/Territories.** If you do not wish to allow a Product to be resold by Microsoft in a particular country or territory, you must make your Product unavailable for purchase in such country. Removal of a Product in any country or territory will apply to both indirect channel sales and direct to customer sales in that country.

(c) **Licensing of Products.** Your terms of use, license agreement, and privacy policy for the Products will apply to Customers that result from indirect sales.

2. PRODUCTS MADE AVAILABLE IN MICROSOFT RESELLER COUNTRIES

(a) If you make your Product available in one of the "Reseller Countries/Regions" as listed at Tax details for commercial marketplace publishers [↗](#), then Microsoft shall act as a reseller, rather than your agent, in making your Product(s) available in the Commercial Marketplace in that listed country or region only and you agree to the following modified and additional terms and conditions solely in connection with the offering and distribution of your Product(s) in such country(ies). Except as expressly provided in this Section, the Terms and Conditions in the Agreement apply to the Product in such country(ies).

(b) Product Pricing. Notwithstanding Section 5 of the Terms and Conditions, when you submit a Product and choose to make the Product available as provided in this Section 2, you may suggest the price (if any) to be charged to Customers (consistent with the price points specified by Microsoft in the Documentation) in that country, and Microsoft may charge that price (or another price that Microsoft or a resale partner chooses in its discretion) in making your Product available in the Commercial Marketplace in that country.

(c) Payment Terms and Fees. Amounts payable to you in connection with the sale of your Product in the country(ies) listed in this Section 2 will be calculated and paid to you as provided in the Agreement. However, these amounts will be provided to you as a royalty payment in exchange for the right to sell in such country(ies).

ADDENDUM C: TERMS AND CONDITIONS APPLICABLE TO OFFICE STORE AND MICROSOFT 365 CERTIFICATION PROGRAM

SECTION A. OFFICE STORE TERMS

This Section A governs your use of the Office Store. To the extent this Section A contains additional or different terms than those included in the body of the Agreement, this Section A will control.

1. PRE-RELEASE VERSION. LICENSING OF PRODUCT

(a) Pre-Release Version. The Office Store may be made available to Customers using a “beta” or pre-release version. If the Office Store is available to Customers using a pre-release version, which Microsoft may change for the final, commercial version, the Office Store may not work the way a final version of the Office Store would work. We also may not release a commercial version of a given pre-release version. If you decide to make use of any of the rights under this Section B, you assume all responsibility for and risk of any and all damages that may result from or in connection with the use or compatibility of the Office Store with pre-release versions of Office 2013, including, without limitation, the unavailability or interruption of operations or the loss of any data or other content.

(b) Licensing of Product. You must provide a license agreement to the Customer with your Product. If you did not provide a license agreement with your Product, or your license agreement does not comply with the requirements in the next sentence, then the

Standard Application License Terms, available [here](#) ²⁷, will apply between you and your Customers. Your license must:

- (i) let the Customer download and run your Product on up to 5 devices associated with that Customer's Microsoft Account, without any additional fees;
- (ii) include "disclaimer of warranty" and "limitation on and exclusion of remedies and damages" sections that are at least as protective of distributors as the terms in the Standard Application License Terms;
- (iii) disclaim any support services from Microsoft;
- (iv) not conflict, in any way, with the Standard Application License Terms; and
- (v) comply with all applicable laws and regulations.

(c) If you choose to participate in the Microsoft 365 Certification Program, you can do so in accordance with the terms of the Microsoft 365 Certification Program in B below.

ADD-INS ON NON-MICROSOFT PLATFORMS

- (a) Microsoft will make certain Office Store Products (also known as "add-ins") available to users of Office on non-Microsoft platforms such as Apple's App Store, Google Play Store, and other App Store and operating systems (collectively "**Additional App Store**").
- (b) You grant Microsoft, its Affiliates, distributors and agents any and all required rights to publish and distribute your add-ins on an Additional App Store, including any applicable sublicense rights.
- (c) Microsoft does not have any obligation to publish your Product on any Additional App Store Microsoft may publish your Product on some platforms but not on others.
- (d) Microsoft may remove your Product at any time and with no notice if the Product does not comply with an Additional App Store's terms and conditions. This may include immediately disabling the Product for existing users.
- (e) Your Product must remain free and must not contain in-App purchases or present a trial version designed to upsell users to a paid version.
- (f) Because your Product will be free, you will not receive any proceeds from Additional App Store.

(g) Microsoft may, at its own discretion, feature your Product in marketing materials including in descriptions in the Additional App Store. Microsoft has no obligation to market or otherwise advertise your Product.

(h) You must register with any Additional App Store you wish to publish on as a developer on that store and furnish Microsoft with your developer ID or equivalent for that App Store. Microsoft may use your name, developer ID, or other necessary information when communicating with the Additional App Store owner as part of publishing and administering your Product.

(i) Your Product must comply with any Additional App Store terms and conditions required to develop apps in that App Store.

SECTION B. MICROSOFT 365 CERTIFICATION PROGRAM

This Section B governs your participation in the Microsoft 365 Certification Program, as currently documented at Microsoft 365 Certification Program). This Section B applies only if you choose to participate in the Microsoft 365 Certification Program. By submitting your Product for inclusion in the Microsoft 365 Certification Program, you agree to be bound by this Section B and the Agreement. To the extent this Section B contains additional or different terms than those included in the body of the Agreement, this Section B will control.

1. Definitions

Capitalized terms not otherwise defined herein have the same meanings provided in the Agreement. The term **"Certification"** as used in this Section B refers to certification under the Microsoft 365 Certification Program, and does NOT have the same meaning as defined in the Agreement.

(a) **"Microsoft 365 Certified Product"** means a Product that meets the applicable Microsoft 365 Certification Criteria, as confirmed through the evaluation procedures described in Section 2, and that is identified by product name and version and other identifying factors required in the Submission Forms.

(b) **"Microsoft 365 Certification Criteria"** or **"Criteria"** means the security, privacy, compliance controls and other requirements provided by Microsoft and applicable to your Product as of the date you submit the Product for Certification to Microsoft. Depending on the Microsoft Mark, Microsoft 365 Certification Criteria may be published in connection with the Microsoft 365 Certification Program documentation, or may remain unpublished and treated as Confidential Information of Microsoft.

(c) **"Microsoft Mark"** means the Microsoft 365 Certified trademark, the "Works for Teams" badge and any other stylized badges, and or designations Microsoft provides under the Microsoft 365 Certification Program as documented.

(d) **"Submission Forms"** means the forms, questionnaires, or similar documents that Microsoft provides for requesting self-attestation and Certification of Products.

(e) **"Supporting Evidence"** means documents you provide as evidence that your Product meets the Criteria, including but not limited to audit reports, standard operating procedures, incident response plans, penetration test reports, data protection impact assessments, data flow diagrams, and system design or architecture diagrams. With the exception of documents or information you (i) have otherwise made public or (ii) consent to being public, we will treat Supporting Evidence as your Confidential Information.

2. Submission and Evaluation of Products

(a) **Submission.** For each Product you wish to enroll in the Microsoft 365 Certification Program you must submit the required Submission Forms and provide all information requested by Microsoft in the Submission Forms.

(b) **Evaluation.** We or our third-party evaluation agents will verify whether your Product meets the required Criteria based on the Supporting Evidence provided by you in the Submission Forms. We will make commercially reasonable efforts to complete the evaluation within a reasonable time.

(c) **Request for Information.** We or our third-party evaluation agents may, at our sole discretion, request additional information or documentation reasonably necessary to complete the evaluation. Failure to respond to requests for additional information may result in a denial of Certification and enrollment in the Microsoft 365 Certification Program.

(d) **Evaluation Results.** If the Product is determined to meet the Criteria, Microsoft or our third-party evaluation agent will notify you in writing that the Product is certified ("**Notice of Certification**"). In the event that the Product fails the evaluation, Microsoft or our third-party evaluation agent will report the reason for the failure. Reports provided under this Section 2(d)) may be sent by email.

(e) **Re-Submission.** If a Product fails evaluation 2 times (initial evaluation plus one additional re-evaluation of the corrected Product) Microsoft may reject any subsequent submissions for further evaluation of that same Product.

(f) Material Changes. In the event of (i) a modification to the source code or functionality of the Product, or your internal processes related to the Product, or any other event that renders the information provided in your Submission Forms materially untrue, or (ii) an update to the Criteria or other aspects of this Section C that, in Microsoft's sole discretion, require that existing certified Products be re-evaluated against the updated Criteria, you must promptly, and no later than 30 days after the event, submit a request for re-evaluation, or discontinue the use of the Microsoft Mark in any manner that may imply that the Product continues to meet the Microsoft 365 Certification Criteria.

(g) Certification Term. Upon receipt of the Notice of Certification, your Product will be considered a Microsoft 365 Certified Product for the Certification Term. The "Certification Term" expires at the sooner of:

- (i) one year from the date of the Notice of Certification;
- (ii) within 30 days after a material change as provided in Section 2(f), provided however, that if you have submitted a request for re-evaluation within 30 days of the event of material change, the Certification Term will be automatically extended for up to 30 additional days while Microsoft completes the re-evaluation based on the revised information for the Product. If, at the end of the additional 30-day re-evaluation period, you have not received a renewed Notice of Certification, the Certification Term will immediately cease; or
- (iii) termination of the Microsoft 365 Certification Program, or termination of the availability of a Microsoft Mark.

3. Microsoft Mark

(a) Limited License. Subject to all the terms of this B, we grant you a limited, non-exclusive, non-transferable, worldwide license to use the Microsoft Mark solely (i) in connection with your Microsoft 365 Certified Product and (ii) in compliance with Microsoft's Branding Guidelines. We reserve all rights not expressly granted herein.

(b) Trademark Footnote. Where you include a trademark footnote to give notice of your own trademarks or third-party trademarks in relation to a Microsoft 365 Certified Product, you must add the following wording (or wording having equivalent legal effect) to the trademark footnote, when using a Microsoft Mark: *"All other trademarks are the property of their respective owners."*

4. Term and Termination

(a) **Term.** For each individual Microsoft 365 Certified Product, this Section B shall extend for the Certification Term unless you (i) cease to offer the Microsoft 365 Certified Product for sale or distribution, or (ii) you are or your Microsoft 365 Certified Product is in material breach of this Section C.

(b) **Cessation of Microsoft Marks Use.** Upon expiration or termination of this Section B for any reason whatsoever, you will immediately cease all use of the Microsoft Mark. However, unless this Section B is terminated for your breach, you may distribute then-existing advertising materials containing Microsoft Mark for a period of 120 days.

5. Modification to the Microsoft 365 Certification Program

(a) **New Certifications.** Any time you submit a Product for evaluation pursuant to the Agreement, you agree to be bound by the then-current terms and conditions. If you do not agree with such an update to this Section B, you have no right to (and must not) submit a Product for evaluation and certification.

(b) **Impact on Microsoft 365 Certified Product.**

(i) In the event we update this Section B, including without limitation the Criteria, after you have already received a Notice of Certification, the existing Notice of Certification will remain valid for the then-existing remainder of the Certification Term except as stated in Section 5(b)(ii).

(ii) If we update the Criteria or other aspects of the Certification that require re-evaluation of your Product, we will provide you with a written notice (email shall suffice), and you will be required to resubmit your Product for re-evaluation, or terminate the use of the Microsoft Marks, in accordance with Section 2(f).

ADDENDUM D: COMMERCIAL BENEFITS PROGRAM ADDENDUM

This Commercial Benefits Program Addendum ("**Addendum**") supplements the Terms and Conditions of the Agreement.

1. The Program

Under the Commercial Benefits Program ("**Program**") you may qualify to receive certain benefits ("**Program Benefits**") from Microsoft or its third-party partners or qualify to participate in additional sub-programs.

2. How it Works

You will be automatically enrolled in the Program when you make your Product available through one of our Commercial Marketplace. Program Benefits may become available from time to time during the Program term.

3. Program Benefits; Requirements and Limitations

(a) To qualify for many of the Program Benefits, your Product must be available to transact in our Commercial Marketplace.

(b) **Program Level.**

(i) Some Program Benefits will be made available only to Partners with certain development expertise. For purposes of this Agreement, development expertise will be known as "**Program Level.**"

(ii) Your Program Level will be determined by Microsoft based on criteria such as your existing Product performance, type of listing in the Commercial Marketplace, market relevance of your existing Products, Customer feedback on your existing Products, and level of investment and success.

(iii) You may need to provide Microsoft with information about existing Products that you have on other platforms for Microsoft to determine your Program Level. You may also need to register with a third-party service for Microsoft to verify this information. Microsoft is not responsible for such third-party service. Your use of the third-party service may be subject to that third party's terms and conditions.

(iv) Your Program Level may change during the Program term and will be determined by Microsoft in its sole discretion.

(c) Some Program Benefits may have additional qualifying criteria, which you will need to meet to be eligible for those benefits. Such criteria will be disclosed by Microsoft when the Program Benefits are made available.

(d) Some Program Benefits may be subject to additional terms. By using such Program Benefits, you agree to be bound by these additional terms.

(e) Some Program Benefits may be provided by third parties. Microsoft is not responsible for third party websites, services, or Program Benefits. Your use of such Program Benefits may be subject to that third party's terms and conditions.

(f) Program Benefits may be limited in number, change without notice, and be available for a limited time only or while supplies last. Some Program Benefits may be available in limited geographies and limited languages. Microsoft may substitute Program Benefits with a benefit of equal or greater value in the event supplies of a Program Benefit are exhausted.

4. Right to cancel, terminate, modify, or suspend

Microsoft may, in its sole discretion, cancel, terminate, modify, or suspend the Program, Program terms or any Program Benefits, in whole or in part. A Program Benefit may be withheld, reduced, or terminated or you may be removed from the Program, at any time and in the sole discretion of Microsoft. Microsoft may exercise its rights under this section for any reason, including, without limitation if you breach any of your obligations under this Addendum D or if you are suspected of committing fraud under this Program. In the event of such an occurrence Microsoft may post a notice on the Program page.

Change history for Microsoft Publisher Agreement

Article • 09/21/2022 • 2 minutes to read

We have streamlined the Microsoft Publisher Agreement to make the Agreement easier to read and to clarify your rights and obligations. In many cases, we've offered you more favorable terms. This article summarizes the changes to the Agreement. To see all the updates, please read the full Microsoft Publisher Agreement.

Change history log documents

Change history document	Year
Change history for Microsoft Publisher Agreement version 8.0 CORRECTED October 2022 update	2022
Change history for Microsoft Publisher Agreement version 8.0 October 2022 update	2022
Change history for Microsoft Publisher Agreement version 8.0 May 2022 update	2022
Change history for Microsoft Publisher Agreement version 8.0 October 2021 update	2021
Change history for Microsoft Publisher Agreement version 8.0 May 2021 update	2021

Next steps

- Read the latest Microsoft Publisher Agreement

Change history for Microsoft Publisher Agreement version 8.0 - CORRECTED

October 2022 update

Article • 09/21/2022 • 2 minutes to read

In our last update to the Microsoft Publisher Agreement, there was a publication error that inadvertently dropped a Section that appeared in all recent versions of the Microsoft Publisher Agreement (**Section 6-Warranties**).

This update restores the Section 6 terms used in our Version 8.0 May 2022 update.

We also have removed a duplicate sentence in Section 5(f) regarding the right granted for Microsoft to provide refunds as well as a definition for "Comparable Sales Channels" that is not used in the Microsoft Publisher Agreement.

To review all updates in the Corrected 2022 update of the agreement, read the full Microsoft Publisher Agreement. To review the previous version of the agreement, see Version 8.0 October 2022 update.

Change history for Microsoft Publisher Agreement version 8.0 – October 2022 update

Article • 09/06/2022 • 2 minutes to read

We have updated the Microsoft Publisher Agreement to clarify some of your rights and obligations. We also added some requirements related to your Offer's terms and pricing and how we may assess certain basic information for your and our benefit. Where changes don't substantively affect either your or Microsoft's rights or obligations, we haven't listed them below.

To review all updates in the October 2022 update of the agreement, read the full Microsoft Publisher Agreement. To review the previous version of the agreement, see Microsoft Publisher Agreement version 8.0 May 2022 update.

Changes to document version 8.0 – October 2022

The following sections of the Agreement were updated in document version 8.0-October 2022 Update.

Section 4 OFFER REQUIREMENTS

We revised these terms to provide additional clarity around laws applicable to your Offer:

- **Section 4(b) Local Law:** We clarified that you are responsible for complying with laws related to biometric data. Also, if your Offer processes biometric data, we provided additional detail regarding your obligations related to that biometric data and data subjects.

Section 5 ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

We added clarity to these terms to clarify Microsoft's position on certain tax items and to address tax responsibilities for payment processing services you may provide through your Offer:

- **Section 5(h) Taxes on Payments:** We removed duplicative Microsoft warranty disclaimer language in the last sentence of 5(h) that was already covered in Section 5(i) (Taxes on Offer Transactions). We also removed language regarding VAT on sales to Microsoft that suggested that in applicable countries such sales to Microsoft were exclusive of VAT.
- **Section 5(i) Taxes on Offer Transactions:** We added language to clarify the role of Microsoft as a Marketplace Facilitator for transactions to Customers in the United States. We further describe the role and responsibilities each party has with respect to collecting and remitting such taxes, and resolving disputes.
- **Section 5(i) Taxes on Offer Transactions:** We clarified that if you have an Offer that performs payment processing services or uses third party payment processing services, that you are responsible for calculating, charging, collecting and remitting any applicable taxes.

ADDENDA

Addendum A: TERMS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS

- We added a new subsection 6(b) that discusses how we may assess certain information when you connect to our Microsoft 365 Application APIs. We may use this information for internal operations, as well as for reports we provide to you and for providing recommendations of your Offer to Customers.

Next step

- Microsoft Publisher Agreement

Change history for Microsoft Publisher Agreement version 8.0 – May 2022 update

Article • 04/15/2022 • 2 minutes to read

We have updated the Microsoft Publisher Agreement to clarify our respective tax obligations, remove outdated terms, and make the Agreement easier to read. Many of these changes offer you more favorable terms. Where changes don't substantively affect either your or Microsoft's rights or obligations, we haven't listed them below.

To review all updates in the May 2022 update of the agreement, read the full Microsoft Publisher Agreement. To review the previous version of the agreement, see Microsoft Publisher Agreement version 8.0 October 2021 update.

Changes to document version 8.0 – May 2022

The following sections of the Agreement were updated in document version 8.0-May 2022 Update.

Section 5 ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

We revised these terms to clarify our respective tax obligations:

- **Section 5(a)(ii) Appointment of Microsoft:** We updated the address for the entities that handle local tax collection requirements in Australia.
- **Section 5(i) Taxes on Offer Transactions:** We clarified that you are responsible for calculating, collecting, and remitting any applicable taxes if you use a third-party payment processor for transactions within your Offer. We also clarified that tax obligations can arise at a jurisdiction level in addition to a country level.

Section 6 DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

We revised these terms to reduce the number of warranties you are giving:

- **Section 6(e).** We removed a representation and warranty to avoid ambiguity over third party payment obligations that may result from the Agreement.

Section 9 DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

We revised this section for clarity and to make the terms more favorable to you.

- **Section 9(d) Indemnity:** We clarified that you do not have an indemnification obligation for third-party claims, if such claims arise from our obligation to collect and remit such taxes under law.

ADDENDA

- **Addendum B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS**
 - We clarified some ambiguity in section references.
- **Addendum C: TERMS AND CONDITIONS APPLICABLE TO OFFICE STORE AND MICROSOFT 365 CERTIFICATION PROGRAM**
 - We removed the terms about the Office Store (the entirety of the prior Section A) because they are no longer applicable as all Office Offers are published to AppSource and subject to the general terms of the Publisher Agreement.

Next step

- Microsoft Publisher Agreement

Change history for Microsoft Publisher Agreement Version 8.0 - October 2021 Update

Article • 09/14/2021 • 6 minutes to read

Effective date: October 15, 2021

We heard your feedback and updated the Microsoft Publisher Agreement to clarify our relationship with you. The biggest change is updating our terminology to emphasize our primary role as publishing your Listings and acting as the billing agent for your Offers. These revisions do not affect how you interact with Microsoft and customers in the Commercial Marketplace—we just wanted this Agreement to better reflect that existing relationship and match the language we use in our public documentation. As a result, you will see the terms *Product* and *Product Assets* replaced with the terms *Offer*, *Offer Assets*, and *Listing*, as applicable.

Our updates also create a more balanced agreement (e.g., mutual liability caps) and make the Agreement easier to read. To review all updates in the October 2021 update of the agreement, read the full Microsoft Publisher Agreement [↗](#). To review the previous version of the agreement, see Microsoft Publisher Agreement version 8.0 May 2021 update.

Changes to document version 8.0 – September 2021

The following sections of the Agreement were updated in document version 8.0-October 2021 Update.

INTRODUCTION

We incorporated the global terminology changes noted above.

Section 1 PUBLISHER ACCOUNT

We incorporated the global terminology changes noted above and deleted a redundant mention of using contact information for communicating Partner Network updates. For clarity, your Partner Network Agreement addresses use of your contact information under that Agreement, not this Agreement.

Section 2 PUBLISHING A LISTING FOR YOUR OFFER

We reorganized this section to better communicate the relationship between Microsoft and you. We also deleted redundant language and incorporated the global terminology changes noted above. Specifically:

- **Title:** We changed the title to more clearly reflect that this section applies to publishing Listings, not Offers.
- **Former Section 2(a) Appointment of Microsoft:** We deleted this section because it was duplicative.
- **Section 2(b) Updates to Offers:** We revised this section to make it applicable "to the extent you make updates available to Offers."
- **Section 2(e) Removing a Listing:** We deleted the qualifying language that Microsoft will remove a Listing "within a reasonable period of time." Timing is an engineering function and depends on the unique circumstances of when you request to remove an Offer. Typically, this is done within 1-3 business days.
- **Section 2(g) Infringement Claims:** We revised this section to clarify that it applies to other Offers or third-party content in the Commercial Marketplace.

Section 3 LICENSES

We want you to know exactly what rights you grant (and do not) grant Microsoft when you List an Offer, which led to the following changes:

- **Section 3(a) Grant of Rights to Microsoft:** In line with the global terminology changes, we clarified that generally Microsoft only uses your Offer Assets (i.e., not the underlying Offer). For most Offers, the license grant you provide Microsoft is much narrower than previous language stated.
- **Section 3(c) Marketing Rights:** We edited the intellectual property (IP) and trademark terms to be more favorable to you and to clarify that you remain the sole owner of your IP and trademarks.
- **Section 3(e) License to Microsoft Marks:** We moved Microsoft's reservation of rights to a separate section.
- **Section 3(f) Reservation of Rights:** We inserted a new section that includes a mutual reservation of rights.

Section 4 OFFER REQUIREMENTS

We didn't make any changes to this section, other than incorporating the global terminology changes noted above.

Section 5 ADDITIONAL TERMS APPLICABLE TO TRANSACTABLE OFFERS

We revised these terms for clarity:

- **Title:** We updated the title of this Section to clarify that these terms only apply to transactable offers.
- **Section 5(a)(i) Appointment of Microsoft:** We clarified that you, and not Microsoft, are the distributor of products acquired through the Commercial Marketplace.
- **Section 5(c) Publisher Net Revenue:** We deleted a redundant definition of "Publisher Net Revenue."
- **Section 5(h) Taxes on Payments:** We made minor clarifying edits.
- **Section 5(i) Taxes on Offer Transactions:** We made minor clarifying edits to capture some models for money transactions available in Microsoft Teams.

Section 6 WARRANTIES

We didn't make any changes to this section other than incorporating the global terminology changes noted above.

Section 7 CONFIDENTIALITY, PRIVACY, DATA PROTECTION, AND SECURITY

We revised these terms for clarity:

- **Section 7(b)(iii) Contacting Customers:** We revised this section to make it clearer that there are restrictions on contact details we provide to you and that you are responsible for obtaining additional consents from the customer for other uses of contact details.
- **Former Section 7(c) Error Reporting Data and Offer Analytics Data:** We deleted references to Error Reporting Data and Offer Analytics Data, as those concepts were no longer applicable to the types of Offers covered by the Publisher Agreement.
- **Section 7(d)(ii) Security Incidents:** We narrowed the scope of your reporting obligations to only include known (i.e., not "suspected") incidents and vulnerabilities to your Offer (i.e., not all your service offerings).

Section 8 REPORTING

We didn't make any changes to this section other than incorporating the global terminology changes noted above.

Section 9 DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

We revised these terms for clarity and to make certain terms more favorable to you.

- **Section 9(b) Limitation of Liability:** We revised this section to clarify that neither party is liable for losses resulting from interruption of business.
- **Section 9(c) Damages Cap:** We made this cap mutually applicable and added common mutual exclusions to direct damage caps.
- **Section 9(d) Indemnity:** We revised this section to more clearly limit how and when we participate in response to a claim.
- **Section 9(e) Limitation on Claims:** We deleted this section.

Section 10 TERM AND TERMINATION

We revised these terms for clarity.

- **Section 10(c) Wind-Down Period:** We revised this section to clarify our billing practices during any Wind-Down Period.

Section 11 MISCELLANEOUS

We revised these terms for clarity.

- **Section 11(d) URLs:** We clarified that URLs are referenced in the Agreement, not listed.
- **Section 11(f) Miscellaneous:** We deleted the statement that all parts of the Agreement apply to the maximum extent permitted by law.

Section 12 DEFINITIONS

We revised certain definitions to be consistent with the global terminology changes noted above, and to reflect current usage (e.g., you have an "Offer," not a "Product"; Microsoft publishes your "Listing," not your "Offer").

ADDENDA

- **Addendum A: TERMS AND CONDITIONS APPLICABLE TO SPECIFIC OFFER TYPES**
 - We didn't make any changes to this Addendum, other than incorporating the global terminology changes noted above.
- **Addendum B: TERMS AND CONDITIONS APPLICABLE TO USING INDIRECT CHANNELS AND OFFERS AVAILABLE IN RESELLER COUNTRIES AND REGIONS**
 - We updated the Addendum title to clarify the Addendum's content.
 - We clarified that the terms in this Addendum supplement the terms in the Agreement for the distribution of Offers in indirect channels and certain countries and regions.
 - We also edited language in the Addendum to incorporate the global terminology changes noted above.
- **Addendum C: TERMS AND CONDITIONS APPLICABLE TO THE OFFICE STORE AND MICROSOFT 365 CERTIFICATION PROGRAM**
 - **Section B(2)(g), Certification Term:** We added language to the list of termination events to include "suspension or termination of your Offer under the Agreement."
 - We also edited language in the Addendum to incorporate the global terminology changes noted above.
- **Addendum D: COMMERCIAL BENEFITS PROGRAM ADDENDUM**
 - We didn't make any changes to this Addendum other than incorporating the global terminology changes noted above.

To review all updates, please read the full Microsoft Publisher Agreement [↗](#).

Next steps

- Microsoft Publisher Agreement

Change history for Microsoft Publisher Agreement version 8.0 May 2021 update

Article • 09/14/2021 • 9 minutes to read

Effective date: May 15, 2021

We have streamlined the Microsoft Publisher Agreement to make the Agreement easier to read and to clarify your rights and obligations. In many cases, we've offered you more favorable terms. This article summarizes the changes the Agreement. To see all the updates, please read the full Microsoft Publisher Agreement [↗](#). To review the previous version of the agreement, see Microsoft Publisher Agreement 2.0 May 2020 update [↗](#).

Changes to document version 8.0 – April 2021

The following sections of the Agreement were updated in document version 8.0.

INTRODUCTION

We simplified the introduction and further clarified the scope of the Agreement.

- We clarified that the Agreement also applies to Partner Center features related to publication.
- We simplified the wording about how to interpret the Agreement.
- The remaining changes stem from updates to defined terms (see below).

Section 1 PUBLISHER ACCOUNT

We clarified that we may use your Partner Center contact information to send you information related to your Publisher Account.

Section 2: SUBMISSION, CERTIFICATION, AND DISTRIBUTION OF PRODUCTS

We reorganized this section to more clearly spell out our relationship with one another at the outset of the Agreement. We also combined multiple references to Microsoft's removal policies into one section, clarifying Microsoft's limited rights to do so. We also deleted redundant language.

- **Section 2(a) Appointment of Microsoft:** We moved terms regarding your appointment of Microsoft as your agent from the previous Section 5(a)(i) to this Section 2(a).
- **Section 2(c) Updates to Product:** We removed excess language regarding updates to your Products.
- **Section 2(d) Certification:**
 - We clarified the relationship between this Section and Section 2(e). We noted that we perform security scanning, not penetration testing, unless pursuant to other programs (such as M365 certification).
 - We moved terms regarding the effect of Microsoft's Certification from the previous Section 2(e) to this Section 2(d).
 - We deleted the previous Section 2(e), which removed redundant language and combining the remaining provisions into the new Sections 2(d) and 2(e).
- **Section 2(e) Post Publication Assurance:**
 - We combined multiple references to Microsoft's ability to evaluate your Product to verify your compliance with the Agreement after Publication into this one reference.
 - We moved Microsoft's ability to modify your Product description from the previous Section 3(b) to this Section 2(e) and made the circumstances under which we make a modification much more limited.
- **Section 2(f) Removing a Product Listing:** We moved terms regarding your ability to remove your product listing from the previous Section 3(c) to this Section 2(f).
- **Section 2(g) Microsoft Removal and Disablement Policies:** We combined multiple references to Microsoft's ability to remove Products into this one section, spelling out the limited reasons that Microsoft may remove or suspend a Product.
- **Section 2(h) Infringement Claims:** We combined the previous Sections 2(f) and 2(g) into this Section 2(h), removing redundant language.
- **Section 2(j) Product Rankings and Ratings:**
 - We moved terms regarding product rankings and ratings from previous Section 3(d) to this Section 2(j).
 - We clarified that we may display Customer's comments and ratings on your Product that's sourced from third parties.

Section 3 LICENSES

We want you to know exactly what rights you grant (and do not) grant Microsoft when you publish a Product. As such, we have deleted redundant language and made this section easier to read.

- **Section 3(a) Grant of Rights to Microsoft:**

- We clarified that the license you grant Microsoft is limited to Microsoft operating the commercial marketplace, displaying and managing your Listings, performing Certification, and making your Products available to Customers.
- We deleted redundant language.
- **Section 3(b) Third Party Rights/Open Source Licenses:**
 - We combined references to open source and third-party licensing requirements from the previous Sections 3(a) and 4(c) into this Section 3(b).
- **Section 3(c) Marketing Rights:** We simplified the license you grant Microsoft to market your Products with focus on the Products Assets, not the actual Product.
- **Section 3(d) License to Customer for Store Products:**
 - We removed excess language and simplified the requirements for your license agreement.
 - Related, we moved terms regarding these requirements and your option to use the Microsoft Standard Agreement from the previous Addendum C, Section A (1)(a) to this Section 3(d).

Section 4 PRODUCT REQUIREMENTS

We simplified this section so that it only contains Product requirements.

- **Section 4(a) General Requirements:** We removed excess language, clarifying that you must comply with Microsoft Documentation (see defined term below).
- **Section 4(c) Support:**
 - We added terms clarifying that Microsoft is not responsible for providing support for your Product and specifying your responsibilities in the support process.
 - Related, we moved terms regarding your support requirements from the previous Addendum C Section A (1)(c) to this Section 4(c).

Section 5 TERMS APPLICABLE TO PAID TRANSACTIONS THROUGH THE COMMERCIAL MARKETPLACE

We deleted language that is no longer applicable and clarified the remaining language.

- **Section 5(c) Publisher Net Revenue:** We clarified that the applicable Store Service Fee is described in Commercial Marketplace Transactions. We also clarified that Microsoft must provide 90 days' notice prior to any increase in that fee.
- **Section 5(d) Payment to Publishers:**
 - We have simplified our external documentation and removed the Participation Policies and Guidelines. These items were redundant and either covered in the

updated Publisher Agreement or our tax and certification documentation referenced in the Publisher Agreement.

- **Section 5(f) Retaining Costs:** We deleted this Section. Microsoft's suspension and termination rights are now confined to Section 2(g), Section 5(g), and Section 10(c).
- **Section 5(g) Payments Post Removal or Suspension:** We moved terms relating to Microsoft's payments to you upon removal or suspension of your Product from the previous Section 2(i) to this Section 5(g) and clarified the limited instances in which Microsoft may withhold payment for such suspension.

Section 6, WARRANTIES

We clarified in Section 6(d) that if you are registered as a Microsoft Partner, your warranties must include compliance with the Microsoft Partner Code of Conduct [↗](#).

Section 7 CONFIDENTIALITY, PRIVACY, SECURITY, AND DATA PROTECTION

The terms in this Section protect both entities. We have updated the terms to address recent changes in law and revised them for clarity.

- **Section 7(b)(i) Disclosure of Information:** We moved terms requiring you to provide additional information about transactions with Customers to Microsoft in limited circumstances from Section 7(b)(iii) to this Section 7(b)(i).
- **Section 7(b)(ii) Privacy Policy:** We removed terms specifying the contents of your Privacy Policy and the applicability of Covered Parties' privacy policies, instead clarifying your obligation is to comply with applicable law.
- **Section 7(b)(iii) Contacting Customers:** We updated terms regarding how Microsoft may share data with you, how you may contact Customers, and how you should use Customers' Personal Data, simplifying previous language.
- **Section 7(b)(iv) Roles:** We offered further clarification on each other's roles and relationship under the GDPR stating that we are not Joint Controllers as defined under GDPR but refraining from designating the controller or processor relationship that Publishers may have with Customers.
- **Section 7(d) Security:** We moved requirements from our Certification Policies to the Publisher Agreement as they described actions that were not part of certification. Namely:
 - An explicit requirement that you must use reasonable security measures to protect Customer's Personal Data.
 - An obligation to meet the PCI Data Security Standard if your Product collects credit card information.

- An obligation to report security incidents, including vulnerabilities of your Product.

Section 8 REPORTING

There are no changes to this section.

Section 9 DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS

We revised these terms for clarity and to make certain terms more favorable to you.

- **Section 9(a) Disclaimer of Warranty:** We added a term clarifying that Microsoft makes no warranties related to any programs offered in connection with or any other services that Microsoft provides to you under this Agreement.
- **Section 9(b) Limitation of Liability:** Limits on indirect, consequential, and other special damages now applies mutually to both you and Microsoft.
- **Section 9(c) Liability Exclusions:**
 - We added “amounts receivable” (in addition to amounts received) to the liability cap.
 - We deleted a provision stating that you waive certain recovery rights.

Section 10 TERM AND TERMINATION

We want you to know exactly when and how Microsoft can suspend or terminate your Product. As such, we deleted redundant language and made the Section easier to read.

- **Section 10(b) Effect of Termination:** We clarified that following termination, Microsoft will remove Products and stop billing Customers for your Product, subject to the limited circumstances in Section 10(d).
- **Section 10(c) Termination of Product:** We removed the provision that Microsoft will have no liability for Customers’ unauthorized use of your Product after termination. We further clarified that you are responsible for terminating Customer access after termination of product (including doing so in accordance with Section 10(d)).
- **Section 10(d) Wind-Down Period:** We simplified this Section, by noting that following removal of a Product, Microsoft will continue to bill for usage during the Wind-Down Period. We also removed the delineation between service and non-service Products.
- **Section 10(e) API License:** We deleted this Section, which related to Products that interoperated with a Microsoft Software Product.

Section 11 MISCELLANEOUS

We made minor clarifications to these terms. We also limited some of Microsoft's previous rights under this Section.

- **Section 11(a)(i) Notices:** To help improve tracking and response times, we changed the method of notifying Microsoft from sending an email to creating a support ticket in Partner Center.
- **Section 11(b) Assignment:** We limited Microsoft's ability to assign, only allowing such assignment to Affiliates. We moved the language allowing Microsoft to perform our obligations under this Agreement through Microsoft Affiliates from the previous Section 11(d) to this Section 11(b).
- **Section 11(g) Miscellaneous:** We deleted the provision that Microsoft's decision to make a Product available in the Stores is not a waiver of any rights under this Agreement.

Section 12 DEFINITIONS

We revised certain definitions for clarity.

- **Section 12(c) "Certification Requirements":** We reduced this section to a single external reference to our Commercial Marketplace Certification Policies [↗](#) and removed unnecessary references to the "Office Store validation policies", and the "Microsoft Store Policies".
- **Section 12(g) "Customer":** We removed unnecessary clarifications.
- **Section 12(n) "Processing":** We added a definition of Processing as it relates to processing Personal Data.
- **Section 12(o) "Product":** We removed the qualifier "...but not limited to, apps, games, titles, services, and..." for simplicity.
- **Section 12(r) "Publisher Net Receipts":** We added "...by Microsoft (or resellers in the case of indirect sales described in Addendum B)" to clarify what is included in the aggregate amounts collected from Customers.
- **Section 12(s) "Publisher Net Revenue":** We deleted outdated language, to align with the changes under Section 5(c).
- **Section 12(t) "Store Service Fee":** Similarly, we deleted outdated language, to align with the changes under Section 5(c).
- **Section 12(p) "Stores":** We replaced the definition of Stores with a definition of Commercial Marketplaces.

ADDENDA

The Agreement now includes the following addenda which contains terms applicable to specific categories of Products, methods of distribution, or certain benefits.

- **Addendum A: TERMS AND CONDITIONS APPLICABLE TO SPECIFIC CATEGORIES OF PRODUCTS**
- **Addendum B: TERMS AND CONDITIONS APPLICABLE TO DISTRIBUTION OF PRODUCTS THROUGH INDIRECT CHANNELS AND IN RESELLER COUNTRIES**
- **Addendum C: TERMS AND CONDITIONS APPLICABLE TO THE OFFICE STORE AND MICROSOFT 365 CERTIFICATION PROGRAM**
- **Addendum D: COMMERCIAL BENEFITS PROGRAM ADDENDUM**

We have revised the Addenda to address changes in products and distribution methods, to make them easier to read, and to eliminate redundant language. To see all the updates, please read the full Microsoft Publisher Agreement [↗](#).

Next steps

- [Microsoft Publisher Agreement ↗](#)