

PRODUCT DESCRIPTION

CLOUD MARKETPLACE



SECTION 1 – OVERVIEW

CloudX supplies SaaS, Cloud and other applications and solutions to customers through our Cloud Marketplace (CMP), powered by the Ingram Micro Cloud Blue platform. These services are license plans that include access to the Microsoft Suite, plus other applications that are enabled over the internet such as Exchange Online, Trend Micro and more.

SECTION 2 – MARKETPLACE

1. Your Cloud Marketplace experience will be made up of the following items which are referenced throughout this Product Description.

Item	Description
Self Service Portal	The Self Service Portal allows you to purchase and manage your subscriptions and applications.
Subscription	Any subscriptions you hold with us are charged on a per unit basis on a monthly or annually recurring plan.
Usage	Some of the subscription services may be charged on a usage basis, (eg: cloud storage)

SECTION 3 – PRICING

1. Subscriptions are purchased based on a subscription period, this may be a pay monthly term with no lock-in periods or an annual term that is paid monthly. You will be able to choose the period that suits your needs based on the available terms at the time of purchase.
2. Subscriptions will be charged in advance at the end of each subscription period. These charges are processed at the end of the month and applied to your next bill following the period. These charges will continue until you cancel your services.
3. Any account credits you receive will be consumed by the ongoing subscription renewals or by you selecting to use your credits when you purchase services in the Cloud Marketplace. This includes subscription upgrades where you receive an account credit for the initial subscription. If you choose to close your CloudX account any remaining credits will be applied to your final bill, if any remain, they will be wiped.
4. Credits or refunds are not provided for subscription downgrades or cancellations within the stated period, including downgrades to subscription quantities without cancelling the subscription. Please see individual Product Description's for relevant cancellation terms and periods.
5. The charges as advertised on the Cloud Marketplace are only valid for the services you are purchasing on the commencement date, for the length of the subscription period. Additional products and services purchased via the Cloud Marketplace will be subject to additional charges, terms and conditions at the point of sale.

6. We aim to keep our Web Services up-to date, on occasion market conditions change the price of a product, although our goal is to honour the pricing shown on our Cloud Marketplace, we reserve the right to change published prices of a product offered at any time. If a published price of a product you have quoted or ordered we will contact you immediately with the most recent, and valid price or assist you in finding a more cost-effective solution.
7. Some of our Products and Services are offered on a free or limited trial basis. If you do not cancel your trial subscription during offer period, the subscription will automatically renew, and we will charge your account for the Product or Service at the applicable monthly or annual Product or Service fee. You may opt-out of the Automatic Renewal process by accessing your CMP account, heading to **Account -> Subscriptions -> {Subscription to Alter} -> Disable Auto-Renew.**

SECTION 4 – SUSPENSION OR TERMINATION

1. Any rights for us to suspend or terminate your services as listed in here are in addition to our rights to suspend or terminate your services as listed in our Master Services Agreement
2. We may suspend or terminate your services, and you must continue to pay all charges relating to the relevant suspended services during the period of suspension if you reasonably believe that you are in breach of:
 - a. [Acceptable and Fair Use Policy](#)
 - b. Vendor Terms
 - c. The CloudX [Master Services Agreement](#)
 - d. The terms set in this Product Description
 - e. Any additional terms that are made aware to you by us.
3. In addition to our rights to cancel or suspend any of your Cloud Marketplace Services we may suspend or terminate your Services, without you incurring any charges related to such services during the period of suspension due to a reasonable belief that continued provision of a product, or service may compromise the security or integrity of our Cloud Marketplace, or any other system owned by CloudX or its vendors.
4. We may suspend or terminate any of your Cloud Marketplace Services, we aim to provide you with as much notice as reasonably possible in the circumstances prior to suspending or terminating the services.

SECTION 5 – SUPPORT

1. The Service Level Agreement as listed below displays our commitment to the uptime of the Cloud Marketplace Application and does not represent any of the Services purchased through the Cloud Marketplace Application.

Description	SLA – Uptime Percentage
Cloud Marketplace Application	99%

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2. CloudX is not responsible for any issue, interruption, failure, or delay of services during or to the extent that such issue, interruption, failure or delay was caused in whole or in part by any of the following reasons:
 - a. The End Users failure to adhere to the CloudX technical requirements as set out in the relevant documentation; or
 - b. The use of support in connection or combination with equipment, products, devices, technology, software, hardware or systems not specified by CloudX to be compatible; or
 - c. Abuse, misuse or improper use, negligence, misapplication, or tampering with respect to, or by the End User.
3. Your Microsoft Licensing Service is provided to you by CloudX through Ingram Micro as your Indirect Service Provider. When you purchase Microsoft Subscriptions the Cloud Marketplace your Microsoft Admin User will need to accept the partner invitation link for Ingram Micro to allow the purchased license activation within our tenancy.
4. You hereby grant us a non-exclusive right to use your electronic data specifically applicable to you and your users that is processed strictly for the purpose of providing the Services to you and your users. We may use the data in accordance with the Ingram Micro privacy statement [here](#). All information we collect from you in connection with providing Cloud Marketplace Services will be held securely and used in accordance with our [Privacy Policy](#).
5. Internet access is required to access the Cloud Marketplace and install, purchase, manage services or your account.
6. All terms provided in the Product Description supersede any product terms and conditions agreed to at the point of sale unless stated otherwise.