



## CLoud SOLUTION PROVIDER (CSP) RESELLER TERMS

**LAST UPDATED: 24 NOVEMBER 2022**

### **1. SCOPE**

- 1.1 Spanish Point shall supply to the Client, in accordance with this Agreement, the Services specified in the Order Form.
- 1.2 The supply under clause 1.1 and Price are subject to the terms and conditions set out in these CSP Reseller Terms.

### **2. SERVICES**

- 2.1 Spanish Point shall provide the Microsoft Services to the Client under the terms of this Agreement and the standard licence terms provided by Microsoft. It is a condition of this Agreement that the Client accepts the terms of and agrees to be bound by the Microsoft Customer Agreement. See <https://www.microsoft.com/licensing/docs/customeragreement>. Client agrees to be bound by such terms and, where the Order Form permits the licence to extend to Client Affiliates, it must use reasonable endeavours to ensure that its Affiliates are bound under similar obligations.
- 2.2 In entering into this Agreement, Client appoints Spanish Point as its Microsoft 'Partner' (as defined in the Microsoft Customer Agreement).
- 2.3 Affiliates may use Services subscribed to by Client provided those Services are under the same tenant but Client will have the sole right to enforce this Agreement against Spanish Point.
- 2.4 If any third-party services other than Microsoft Services are to be resold to Client as detailed in the Order Form via the Microsoft Azure Marketplace or otherwise, Client agrees to be bound by such terms and, where the Order Form permits the licence to extend to Client Affiliates, it must use reasonable endeavours to ensure that its Affiliates are bound under similar obligations.



### **3. ANCILLARY SERVICES**

- 3.1 A basic add/remove administration and billing service is provided by Spanish Point under this Agreement. Add/remove Services can also be self-managed by Client through their Client portal. Client may purchase additional support services under the Spanish Point SLA or other professional services by agreement in writing with Spanish Point.
- 3.2 SLAs are the responsibility of Microsoft and not Spanish Point. Microsoft SLAs for Online Services are currently located at the following URL: <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>.

### **4. PAYMENT**

- 4.1 Spanish Point shall submit invoices in accordance with the Order Form. The Client shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is later.
- 4.2 For consumption-based products (e.g. Azure) the price will automatically scale in accordance with the Client's usage (or that of its Affiliates on the same tenant). Consumption-based fees and usage are visible to the Client at all times on their Client portal. Spanish Point invoices are created based on such consumption.
- 4.3 For seat-based or subscription products, Spanish Point invoices are created based the current number of seats or subscriptions purchased. This may exceed the number contained in the Order Form as Client may scale up or, at renewal, reduce subscriptions, subject to the Microsoft or other third-party terms.
- 4.4 The Fees, and all other payments stated in the Order Form are net of tax. The Client shall, in addition, pay to Spanish Point the amount of any tax, duty or assessment, including any applicable VAT, which Spanish Point is obliged to pay and/or collect from the Client in respect of any supply under the Agreement (other than tax on Spanish Point's income).
- 4.5 If the Client fails to make any payment due to Spanish Point under this Agreement by the due date for payment, then, without limiting Spanish Point's remedies under clause 16, the Client shall pay interest on the overdue amount at the rate of 8% per annum above the European Central Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.



- 4.6 Where Microsoft or other relevant third-party service increases their fees, Spanish Point may increase the annual charges for these services correspondingly at any time. Spanish Point will notify Client within one month of Spanish Point receiving notice of the change from Microsoft or the relevant third party service, as applicable.

## **5. CHANGE CONTROL**

- 5.1 The Client may, by making an request additional seats for each licence or the Client may manage this themselves through their Client portal. These will be added and charged pro rata for the remainder of the subscription term for that Microsoft Service.
- 5.2 Where Clients chose annual Microsoft New Commerce Experience (NCE) subscriptions, there is a 12-month minimum term on such subscriptions.
- 5.3 There is a 7-calendar day “cooling off” period from the start of each subscription (or on renewal). During this period subscriptions can be cancelled but pro-rated charges may apply.
- 5.4 Once an annual subscription is chosen, and after the expiry of the “cooling off” period, the only changes permitted are adding End Users or upgrading plans.
- 5.5 Suspension of subscriptions will suspend Client Online Services but will not affect subscription charges.
- 5.6 Auto renew is turned on by default on all NCE subscriptions and trials. This can be turned off by request to Spanish Point.
- 5.7 On the Microsoft Azure plan, Clients have capacity to upgrade and downgrade. Client has complete control over requesting resources within Microsoft Azure. Microsoft Azure can be modified on 30 days’ notice.
- 5.8 If additional Microsoft Services or other third-party services are requested outside of what is detailed in the Order Form, a new Order Form must be requested by Client to detail the additional purchases.

## **6. OWNERSHIP**

The Intellectual Property Rights in the Services (other than the Microsoft Services, which are the property of Microsoft and any other third party services, which are the property of the relevant third party) are, and shall remain, the property of Spanish Point, and Spanish Point reserves the right to grant a licence to use such Services to any other party or parties.



**7. SOFTWARE LICENCE AND DOCUMENTATION**

- 7.1 The licence rights and restrictions granted in the Microsoft Customer Agreement or any other terms and conditions of a relevant third-party service are passed through to the Client and Client shall indemnify and hold Spanish Point harmless against any loss of damage which it may suffer or incur as a result of the Client's breach of such terms howsoever arising.
- 7.2 Spanish Point may treat the Client's breach of any Microsoft Customer Agreement, or other relevant third-party service terms and conditions, as a material breach of this Agreement.

**8. SPANISH POINT PERSONNEL**

- 8.1 Spanish Point alone shall be responsible for the supervision, direction, control, wages, taxes, pay related social insurance and benefits of Spanish Point Staff. Spanish Point assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Client.
- 8.2 During the term of this Agreement and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any Affiliate or associate to solicit, the employment of any person who is employed by the other party in the course of developing, supplying, maintaining or supporting the Services or any part of it.

**9. CONFIDENTIALITY AND PUBLICITY**

- 9.1 Each party undertakes not to use the other party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement (**Permitted Purposes**).
- 9.2 In relation to the Client's Confidential Information:
  - (a) Spanish Point shall treat as confidential all Confidential Information of the Client supplied under this Agreement. Spanish Point shall not divulge any such Confidential Information to any person except to its own employees, and then only to those employees who need to know it for the Permitted Purposes. Spanish Point shall ensure that its employees are aware of, and comply with, this clause 9; and
  - (b) Spanish Point may provide any subcontractor with such of the Client's Confidential Information as it needs to know for the Permitted Purposes, provided that such sub-contractor has first entered into a written obligation of



confidentiality owed to Spanish Point in terms similar to clause 9.2(a) (which Spanish Point shall ensure is adhered to).

- 9.3 In relation to Spanish Point's Confidential Information:
- (a) the Client shall treat as confidential all Confidential Information of Spanish Point contained or embodied in the Services, or otherwise supplied to the Client during the performance of this Agreement;
  - (b) the Client shall not, without the prior written consent of Spanish Point, divulge any part of Spanish Point's Confidential Information to any person other than:
    - (i) the Client's Representative; and
    - (ii) other employees of the Client or, if permitted to use the Services in the Order Form, any of its Affiliates who need to know it for the Permitted Purposes; and
  - (c) the Client undertakes to ensure that the persons mentioned in clause 9.3(b) are made aware, before the disclosure of any part of Spanish Point's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Client in terms similar to clause 9.3(a) (which the Client shall ensure is adhered to).
- 9.4 The restrictions imposed by clause 9.1, clause 9.2 and clause 9.3 shall not apply to the disclosure of any Confidential Information which:
- (a) is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 9;
  - (b) before any negotiations or discussions leading to this Agreement was already known by the receiving party (or, in the case of the Client, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Client, the Client and its Affiliates were) not bound by any form of confidentiality obligation; or
  - (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- 9.5 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall offer reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.



9.6 This clause 9 shall remain in full force and effect in the event of any termination of the Licence or this Agreement.

## 10. DATA PROTECTION

10.1 Spanish Point is a controller of all Personal Data relating to the Services. Spanish Point does not access the Client 'data plane' in the provision of Services under this Agreement. For the purposes of this clause, the Client 'data plane' is the Customer Data processed on the Microsoft Services other than account name, email address and basic End User information. If Spanish Point is requested by Client to access the Client's 'data plane' for any reason, the Spanish Point standard Data Processing Agreement as applies to its SLA clients, will apply to any such access, unless otherwise agreed in writing. Client is the controller of all Personal Data that is on the Client's 'data plane'.

## 11. EXPORT

11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including European Union or United States export laws and regulations, to any country for which the European Union or United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

11.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

## 12. WARRANTIES

12.1 Each party warrants that

- (a) it has full capacity and authority, and all necessary licences, permits and consents, to enter into and perform this Agreement, and that those signing this Agreement are duly authorised to bind the party for whom they sign.



- (b) Each party warrants and represents that it is in compliance with, and will perform or use the Services in compliance with, all applicable law and regulations.

12.2 The warranties set out in clause 12.1 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement. Without limitation, Spanish Point specifically denies any implied or express representation that the Services will operate uninterrupted or error-free.

12.3 Any unauthorised modifications, use or improper use of the Services by or on behalf of the Client shall render all Spanish Point's warranties and obligations under this Agreement null and void.

12.4 The Client acknowledges that the only warranties in relation to the Microsoft Services or the supply thereof are those contained in the licence from Microsoft of the same, and that to the extent that any of such warranties are given to Spanish Point, it will pass on the benefit of such warranties to the Client and, if specified in the Order Form, its Affiliates.

**13. LIMITATION OF LIABILITY**

13.1 These limitations of liability pass-through the limitations of liability in the Microsoft Customer Agreement. Spanish Point limitations of liability are as between Client and Microsoft in the Microsoft Customer Agreement.

13.2 For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Client was required to pay for the Products during the term of the applicable licenses, subject to the following:

- (a) Subscriptions. For Products ordered on a subscription basis, Spanish Point's maximum liability to Client for any incident giving rise to a claim will not exceed the amount Client paid for the Product during the 12 months before the incident.
- (b) Free Products and distributable code. For Products provided free of charge and code that Client is authorized to redistribute to third parties without separate payment to Spanish Point, Spanish Point's liability is limited to direct damages finally awarded up to US\$5,000.
- (c) Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.



- (d) Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defence obligations; or (3) violation of the other party's intellectual property rights.

**14. ASSIGNMENT AND SUBCONTRACTING**

Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Client consents to the assignment to an Affiliate or third party, without prior notice, of any rights Spanish Point may have under this Agreement to receive payment and enforce Client's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

**15. DURATION**

- 15.1 Term. This Agreement is effective until terminated by a party, as described below.
- 15.2 Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Client's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- 15.3 Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
  - (a) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
  - (b) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Client must immediately pay for unpaid usage as of the termination date.
  - (c) If Spanish Point is in breach, Client will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- 15.4 Suspension. Spanish Point may suspend use of an Online Service without terminating this Agreement during any period of material breach, including any period of where





payment by Client is more than 30 days overdue. Spanish Point will give Client notice before suspending an Online Service where reasonable.

- 15.5 Termination for regulatory reasons. Spanish Point may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Spanish Point to continue offering the Product without modification; or (3) causes Spanish Point to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Spanish Point terminates a subscription for regulatory reasons, Client will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

## **16. TERMINATION**

- 16.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement and/or the Services with immediate effect by giving written notice to the other party if:
- (a) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (c) an application is made to court, or an order is made, for the appointment of an examiner or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party;
  - (d) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed a receiver;
  - (e) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;



- (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(a) to 16.1(f) (inclusive); or
- (h) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(a)-(h);
- (j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (k) any warranty given in clause 12 is found to be untrue or misleading.

16.2 Either party may terminate this Agreement in accordance with clause 24.

16.3 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination.

16.4 On termination of this Agreement for any reason, the Client shall immediately pay any outstanding unpaid invoices and interest due to Spanish Point. Spanish Point shall submit invoices for any Microsoft Services or third party services which Customer has received through this Agreement, but for which no invoice has been submitted, and the Client shall pay these invoices immediately on receipt.

**17. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**18. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**19. ENTIRE AGREEMENT**

19.1 The Order Form and these terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements,



promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**20. VARIATION**

Spanish Point may modify this Agreement from time to time. Changes to the Use Rights governed by the Microsoft Customer Agreement will apply as provided in the Microsoft Customer Agreement. Changes to other terms will not apply until Client accepts them. Spanish Point may require Client to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Client are expressly rejected and will not apply.

**21. SEVERANCE**

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

**22. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**23. FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.



## **24. NOTICES**

- 24.1 Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out in the Order Form or as otherwise specified by the relevant party by notice in writing to each other party.
- 24.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid post or recorded delivery, at 9.00 am on the second Business Day after posting;
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
  - (d) If sent by email, at 9.00 am on the next Business Day after sending.
- 24.3 A notice required to be given under this Agreement shall be validly given if sent by e-mail.
- 24.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **25. DISPUTE RESOLUTION**

- 25.1 When bringing any action arising under this Agreement, the parties consent to personal jurisdiction in Ireland. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of Intellectual Property Rights or confidentiality obligations.

## **26. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

## **27. INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this Agreement.

- 27.1 Definitions:



**Account Manager:** Spanish Point employee who has overall responsibility for the relationship with the Client as specified in the Order Form or on written notice from Spanish Point to the Client.

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Commencement Date:** the date of Client signature of the Order Form.

**Confidential Information:** information of commercial value, in whatever form or medium, disclosed by the party (or any of its Affiliates) to the other party (or any of its Affiliates), including commercial or technical know-how, technology, information pertaining to business operations and strategies, and, for clarity, including (in the case of Spanish Point's information), information pertaining to Clients, pricing and marketing information relating to the Services.

**Client Representative:** a person duly authorised by the Client to act on its behalf for the purposes of this Agreement and identified to Spanish Point in the Order Form or by written notice from the Client.

**CSP Reseller Terms:** these terms and conditions relating to provision of the Services by Spanish Point to which any purchases by Client under an Order Form are subject.

**Data Protection Law:** all applicable data protection law and regulations in any jurisdiction.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Licence:** the licence granted under clause 7.

**Microsoft Azure Marketplace:** Microsoft Azure Marketplace is an online store that offers applications and services either built on or designed to integrate with Microsoft's Azure public cloud. The products and services sold through the Microsoft Azure Marketplace come from either Microsoft directly or its technology partners.

**Microsoft Services:** the services provided by Microsoft which are resold to the Client under this Agreement.

**Permitted Purposes:** the meaning given in clause 9.1.

**Personal Data:** data subject to protection under Data Protection Law in any jurisdiction.



**Price:** the aggregate price for the Services, calculated in accordance with Client's subscriptions and usage of the Services.

**Services:** the add/remove administration and billing services to be provided by Spanish Point under this Agreement.

**Spanish Point:** means Spanish Point Technologies Limited, a company incorporated in Ireland whose registered number is 403212 and whose registered office is at The Plaza, East Point Business Park, Clontarf, Dublin 3, Ireland, D03E5R6.

**Staff:** those officers, employees, agents or subcontractors of Spanish Point connected with this Agreement, including those individuals who perform Spanish Point's obligations under this Agreement.

**VAT:** value added tax chargeable and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Items not defined in this Agreement are as defined in the Microsoft Customer Agreement.

- 27.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 27.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 27.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 27.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 27.6 Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, this Agreement.
- 27.7 Clause and schedule headings do not affect the interpretation of this Agreement.
- 27.8 **Writing** or **written** includes e-mail but not faxes nor any other form of electronic communication, except where expressly provided to the contrary.
- 27.9 The Order Form, together with any documents referred to in it, form an integral part of this Agreement and any reference to this Agreement means these CSP Reseller Terms together with the Order Form and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.