

GTE Microsoft Cloud Subscription Agreement

Full Terms and Conditions

These Terms are GTE's reseller and billing terms and operate in addition to the Microsoft Customer Agreement and applicable Microsoft Product Terms

Provider	Green Triangle Electronics Pty Ltd (GTE, we, us or our)
Customer	The organisation named in the Microsoft Subscription Changes Form or other approved order (Customer, you or your)
Effective date	The date the Customer approves an Order that incorporates this version of these Terms.
Version	Version 1.0
Published date	22 July 2026
Applies to	Orders, renewals and Subscription changes accepted on or after 22 July 2026

Important subscription commitment: Billing frequency is not the same as the commitment term. An annual subscription billed monthly remains an annual financial commitment and, once Microsoft's cancellation window has closed, the remaining charges for that term generally remain payable.

Purpose and Scope

- 1.1 This Agreement governs GTE's supply, provisioning, billing, renewal and administration of Microsoft licence-based cloud subscriptions ordered by the Customer, including Microsoft 365, Office 365, Microsoft Entra, Microsoft Defender, Microsoft Teams, Power Platform and related products.
- 1.2 This Agreement does not include Azure consumption services, Azure reservations or savings plans, hardware, professional services, migration, technical support, managed services, monitoring, security management, backup or data recovery unless expressly included in an Order or a separate agreement.

Agreement Documents and Acceptance

- 2.1 Each Microsoft 365 Subscription Changes Form, quotation, proposal, order form, email approval or other written instruction accepted by GTE is an Order under this Agreement.
- 2.2 By signing or electronically approving an Order, or authorising GTE in writing to provision or change a Subscription, the Customer accepts this Agreement and confirms that the person giving the instruction is authorised to bind the Customer.
- 2.3 An Order records the product, quantity, commitment term, billing frequency, price and any special conditions. If there is an inconsistency, the Order prevails for those commercial details, this Agreement governs the relationship between GTE and the Customer, and the Microsoft Terms govern the licensing and use of Microsoft products and services.
- 2.4 Acceptance of these Terms does not constitute acceptance of the Microsoft Customer Agreement. The Customer must separately accept the applicable Microsoft Customer Agreement when requested. GTE may delay provisioning or licence changes until Microsoft or GTE's distributor records the required acceptance.

Subscription Terms and Billing Frequency

- 3.1 A Subscription may have a monthly, annual or multi-year commitment term, depending on the product and option selected in the Order.
- 3.2 The billing frequency may be monthly, annual or another available frequency and does not change the commitment term. For example, an annual commitment billed monthly remains payable for the full annual term unless Microsoft permits cancellation.
- 3.3 Subscription start dates, renewal dates and co-termination dates are determined by Microsoft and its distribution systems. A Subscription added part-way through an existing term may be charged on a pro-rata basis or aligned to an existing renewal date where Microsoft permits.

Provisioning and Licence Changes

- 4.1 GTE may rely on instructions from the Customer's nominated authorised contacts, directors, officers or verified tenant administrators. GTE may require additional identity verification or director approval for cancellations, partner transfers, significant financial commitments, changes to administrative access or other high-risk instructions.
- 4.2 Additional licences may generally be added at any time and will be charged from the date they are provisioned. Microsoft may permit the newly added quantity to be reduced within seven calendar days after it is added. Adding licences does not reopen the cancellation or reduction window for the quantity already included in the Subscription.
- 4.3 Licence reductions, downgrades and cancellations are subject to Microsoft's rules and may only take effect at renewal or within an applicable Microsoft Cancellation Window.
- 4.4 GTE will use reasonable care to process requests promptly, but completion times may depend on Microsoft systems, distributor processing, product eligibility, licensing validation and other matters outside GTE's control. A request is not effective until GTE confirms it has been completed.

Automatic Renewal and Renewal Notices

- 5.1 Unless an Order states otherwise, each Subscription automatically renews for the same commitment term at the end of its current term.
- 5.2 For annual and multi-year Subscriptions, GTE will send a written renewal notice to the Customer's nominated contact at least 30 days before the renewal date, where reasonably practicable. The notice will identify the relevant Subscription, renewal date, expected quantity, proposed commitment term, billing frequency, expected price or pricing basis, and the date by which the Customer should request changes.
- 5.3 The Customer must keep its billing and authorised contact details current and promptly review renewal notices. The Customer may ask GTE for a current Subscription and renewal schedule at any time.
- 5.4 A renewal notice properly sent to the Customer's nominated contact is treated as having been given, unless GTE receives a delivery-failure notification. Failure to read a properly sent notice does not by itself prevent renewal. If GTE does not issue the notice described in clause 5.2, GTE will reasonably assist the Customer to obtain any cancellation or credit still available under Microsoft's rules, but GTE cannot extend Microsoft's cancellation window.

- 5.5 Where Microsoft makes an Extended Service Term available, the Customer may ask GTE to place an eligible Subscription into that arrangement instead of renewing it for another standard commitment term or cancelling it at expiration. An Extended Service Term is subject to Microsoft's eligibility rules and then-current pricing and may include an additional price uplift. GTE will not place a Subscription into an Extended Service Term without the Customer's written approval unless the applicable Order expressly authorises that arrangement.

Cancellation, Reduction and Expiry

- 6.1 To avoid automatic renewal, the Customer should submit any request to cancel, reduce or downgrade a Subscription at least five business days before the renewal date. Where a request is received after renewal but while an applicable Microsoft cancellation or reduction window remains open, GTE will use reasonable efforts to process the request before that window closes. A request is not effective until GTE confirms that Microsoft or the distributor has completed it.
- 6.2 Microsoft currently permits cancellation or licence reduction for many New Commerce licence-based Subscriptions only within seven calendar days after initial purchase or renewal. Newly added licences may have a separate seven-calendar-day reduction period starting when they are added. Microsoft may change these periods or apply different rules to particular products.
- 6.3 After the applicable cancellation window closes, the Customer remains liable for all charges for the balance of the commitment term, even if licences are unused, users leave, the Customer's business closes, or the Customer changes ownership.
- 6.4 Where Microsoft or the distributor grants GTE a refund or credit for a cancelled Subscription, GTE will pass through the corresponding net credit to the Customer, less any non-refundable charges, any non-refundable third-party charges, and any administration charge stated in the Order or approved by the Customer in writing before it is incurred.
- 6.5 Unless the Subscription renews or is placed into an approved Extended Service Term, access may end at the expiry of the commitment term without a free service grace period.

Fees, Pricing, GST and Payment

- 7.1 The Customer must pay the fees in each Order and invoice, together with GST and any other applicable taxes or government charges.
- 7.2 Prices may change at renewal because of Microsoft or distributor price changes, taxes, product changes, licensing changes or changes requested by the Customer. GTE will communicate a material renewal price change where practicable before the cancellation deadline.
- 7.3 Subject to changes in GST, tax or law and changes requested or authorised by the Customer, the unit price stated in an Order will remain fixed for the applicable commitment term. Microsoft or distributor price changes will ordinarily apply from the next renewal. Where Microsoft's mandatory rules require a change during a term, GTE will give the Customer reasonable notice and explain the basis of the change.
- 7.4 GTE may correct an obvious clerical or calculation error in a quotation or Order before provisioning. If such an error is identified after provisioning, GTE will notify the Customer and obtain the Customer's agreement before increasing the agreed price, except where the correction is required for the invoice to accurately reflect the product and quantity actually authorised by the Customer.
- 7.5 The Customer should notify GTE promptly, and preferably within 14 days of the invoice date, of a genuine invoice dispute and must pay the undisputed amount by the due date. This clause does not limit any right or remedy that cannot lawfully be limited.
- 7.6 Non-payment by the Customer does not cancel a committed Subscription or relieve the Customer from charges that GTE remains required to pay to Microsoft or its distributor.

Customer Responsibilities and Licensing Compliance

- 8.1 The Customer is responsible for confirming the correct product, quantity, commitment term and billing frequency before approving an Order and for promptly notifying GTE of required changes.
- 8.2 The Customer must use Microsoft products only in accordance with the Microsoft Terms, assign licences only to eligible users or devices, and maintain accurate records where required.
- 8.3 The Customer is responsible for user onboarding and offboarding, account security, multifactor authentication, access permissions, data classification, legal retention obligations and compliance requirements unless those activities are expressly included in a separate managed service.
- 8.4 The Customer must not use a Subscription unlawfully, infringe another person's rights, attempt to bypass licensing controls or do anything that may cause GTE, Microsoft or a distributor to breach law or contractual obligations.

GTE's Role and Excluded Services

- 9.1 GTE acts as the Customer-facing reseller and invoices and administers the Customer's Subscriptions. GTE may transact through a Microsoft-authorized distributor or indirect provider. Microsoft supplies and operates the underlying cloud services.
- 9.2 Unless an Order or separate agreement states otherwise, Subscription fees cover licence supply, provisioning and billing only. They do not include helpdesk support, implementation, configuration, migration, tenant administration, security monitoring, incident response, compliance advice, backup or recovery services.
- 9.3 Any delegated administrative access granted to GTE is for the agreed purpose and does not create an obligation to continuously monitor the Customer's tenant, users, licences, security alerts, configuration or data.
- 9.4 Work requested outside the included scope may be quoted separately or charged at GTE's applicable service rates after the Customer's approval, subject to any existing support or managed services agreement.

Microsoft Terms, Service Changes and Availability

- 10.1 The Customer must accept and comply with the Microsoft Customer Agreement, Microsoft Product Terms, applicable service-specific terms, privacy terms and acceptable use requirements (Microsoft Terms). Microsoft may update those terms from time to time.
- 10.2 Microsoft may change, replace, suspend or discontinue products, features, pricing, licensing models, service locations or technical requirements. GTE is not responsible for a Microsoft decision or service change outside GTE's reasonable control, but will provide information received from Microsoft where reasonably practicable.
- 10.3 Microsoft is responsible for the availability and operation of Microsoft cloud services under its applicable service level agreements. GTE does not warrant uninterrupted or error-free operation of Microsoft services.
- 10.4 Where a Microsoft service credit may be available, the Customer must notify GTE promptly and provide the information reasonably required to submit a claim. GTE will pass through any service credit actually received for the affected Customer Subscription, subject to Microsoft and distributor rules.

Tenant Administration, Security and Data

- 11.1 The Customer retains ownership and control of its Microsoft tenant and Customer Data, subject to the Microsoft Terms. The Customer must maintain at least one appropriate internal tenant administrator and keep recovery and contact information current.
- 11.2 GTE may disclose Customer and Subscription information to Microsoft, its distributors and service providers to provision, support and bill the Subscriptions, meet legal obligations and protect systems. Each party must handle personal information in accordance with applicable privacy law.
- 11.3 The Customer is responsible for deciding where and how data is stored, shared, retained, exported and deleted, and for obtaining any notices, consents or approvals required for its use of Microsoft services.

Backup, Retention and Recovery

- 12.1 A Microsoft 365 Subscription does not include an independent backup service unless an Order expressly states that backup is included. Microsoft retention, recycle-bin, versioning, litigation hold and recovery features are not a substitute for a separately configured backup strategy in every circumstance.
- 12.2 Optional services such as Microsoft 365 Backup or a third-party backup product are not automatically enabled and are subject to separate licensing, configuration, scope, retention and charges.
- 12.3 The Customer is responsible for assessing its backup, retention, legal hold, recovery point and recovery time requirements and for arranging appropriate protection. GTE is not liable for loss or unavailability of data to the extent caused by the Customer declining or failing to maintain a recommended backup service, except to the extent liability cannot lawfully be excluded.

Business Sale, Restructure and Provider Transfer

- 13.1 Subscriptions are associated with the Customer's legal entity and Microsoft tenant. A share sale generally leaves the legal entity and tenant unchanged, but the Customer must promptly update authorised contacts, billing details and administrators.
- 13.2 An asset sale, merger into a different entity, creation of a new entity or move to a new tenant may require new Subscriptions, data migration and overlapping charges. Existing committed Subscriptions remain payable unless Microsoft permits cancellation or transfer.
- 13.3 Microsoft may permit an eligible New Commerce Subscription to be transferred mid-term between transacting CSP partners. A transfer requires the approval of the source partner, the target partner and, where applicable, their indirect providers or distributors. A completed transfer changes responsibility for future Microsoft charges from the effective transfer date but does not move the Customer's tenant or data, change the Subscription's commitment or renewal dates, or remove amounts incurred before the transfer. GTE is not required to approve a transfer until undisputed amounts already due to GTE have been paid.

Suspension and Termination

- 14.1 GTE may suspend provisioning, support or access it controls if an undisputed invoice is overdue, the Customer materially breaches this Agreement or the Microsoft Terms, or suspension is reasonably necessary to protect security, comply with law or respond to Microsoft or distributor action.
- 14.2 Except where urgent action is reasonably required, GTE will give the Customer written notice and a reasonable opportunity to remedy the issue before suspension.
- 14.3 Suspension or termination by GTE does not cancel a Microsoft commitment or remove charges that remain payable to Microsoft or its distributor. GTE will take reasonable steps to minimise avoidable loss and will restore the affected GTE-controlled service after the issue is remedied and overdue amounts are paid.
- 14.4 This Agreement ends when all Subscriptions and outstanding obligations have ended. Clauses concerning payment, data, liability, confidentiality, disputes and accrued rights survive termination.

Liability and Australian Consumer Law

- 15.1 Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.
- 15.2 To the extent permitted by law, GTE is not liable for indirect or consequential loss, loss of profit, revenue, business, opportunity, goodwill or anticipated savings, or loss or corruption of data, except to the extent directly caused by GTE's negligence, breach of this Agreement or wilful misconduct.
- 15.3 To the extent permitted by law, GTE's total aggregate liability arising from or relating to an affected Subscription is limited to the fees paid or payable to GTE for that affected Subscription during the 12 months immediately before the event giving rise to the claim.
- 15.4 Where the Australian Consumer Law permits GTE to limit its liability for a failure to comply with a consumer guarantee in relation to services, GTE's liability is limited, at GTE's option, to supplying the services again or paying the cost of having the services supplied again.
- 15.5 The limitations in this clause do not apply to fraud, wilful misconduct, personal injury caused by negligence, or any liability that cannot lawfully be limited.

Confidentiality, Notices and General

- 16.1 Each party must keep the other party's confidential information confidential and use it only for the purposes of this Agreement, except where disclosure is required by law or reasonably required to Microsoft, a distributor, professional adviser or service provider who is subject to confidentiality obligations.
- 16.2 A notice or request under this Agreement must be in writing and sent to the nominated billing, primary or authorised contact, or to another address notified in writing. Email and approved electronic service-management communications are sufficient.
- 16.3 The parties will first try to resolve any dispute through good-faith discussions between authorised representatives. This does not prevent either party seeking urgent relief or exercising a right to suspend for non-payment or security reasons.
- 16.4 This Agreement is governed by the laws of South Australia, and the parties submit to the courts of South Australia and courts entitled to hear appeals from them.
- 16.5 GTE may publish updated versions of these Terms. Unless an earlier change is required by law or a mandatory Microsoft requirement, an updated version applies only to Orders, renewals or Subscription changes accepted after its stated effective date. A mandatory earlier change will apply only to the extent reasonably necessary to comply with that law or Microsoft requirement, and GTE will notify the Customer where reasonably practicable.