pb powerbunch



TERMS AND CONDITIONS

Terms for Microsoft cloud subscriptions

For Microsoft cloud subscriptions that businesses obtain from powerbunch GmbH as a Microsoft Cloud Solution Provider

Version 1.0 | As of November 15, 2026 | 19 sections | For businesses only

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Contents

	Preamble	3
	In brief	4
	Terms	5
Section 1	Scope	5
Section 2	Definitions	5
Section 3	Roles of Microsoft, the Distributor, and powerbunch	6
Section 4	Contract Formation	6
Section 5	Term and Renewal	7
Section 6	License Quantity and Service Changes	8
Section 7	Prices and Price Changes	8
Section 8	Invoicing and Payment	9
Section 9	Payment Default, Suspension, and Termination	9
Section 10	Company Responsibilities and Administration	10
Section 11	Support	11
Section 12	Requests to Microsoft	11
Section 13	Availability and Defects	11
Section 14	Liability	12
Section 15	Change of Partner	12
Section 16	End of Contract, Data, and Force Majeure	13
Section 17	Data Protection and Confidentiality	13
Section 18	Changes to These Terms	14
Section 19	Final Provisions	14

Preamble

Terms for Microsoft Cloud Subscriptions of powerbunch GmbH, Version 1.0, As of November 15, 2026

> The German version of these terms is binding. This English translation is provided for information only.

Important notice: The right of use under a Microsoft cloud subscription is limited in time. It ends when the agreed term expires if the subscription is not renewed. The Company therefore backs up or transfers its data in time before the subscription ends.

powerbunch GmbH sells subscriptions for Microsoft cloud services, for example Microsoft 365, Power Automate, and Power Apps. For this purpose, powerbunch is an indirect reseller in Microsoft's Cloud Solution Provider program and obtains the subscriptions through an authorized Microsoft distributor. The offer is directed at persons and entities acting in a business or professional capacity and at public-sector contracting parties as defined in Section 1 (2).

Microsoft operates the Services. Microsoft grants the Company the right to use them directly under the Microsoft Customer Agreement. powerbunch handles offers, ordering, management of the subscriptions, invoicing, and support for the licenses. Consulting and implementation are separate services.

The offer and Section 5 state the term, renewal, and the deadline for notice of non-renewal. Section 6 and the deadlines confirmed in each case govern additional licenses and cancellations.

The right of use under a subscription is limited in time. It ends with the term if the subscription is not renewed. The Company therefore backs up or transfers its own data in good time.

powerbunch invoices in advance according to the agreed billing plan. The agreed price and Section 7 apply. Invoices are payable within 14 calendar days of receipt.

The preamble and the summary provide an overview. The full text of the following terms governs.

Overview

In brief

This overview is a summary. The full text from Section 1 onward governs.

- For business and public-sector contracting parties under Section 1 (2), Microsoft governs the use of the Services
- Usually one month or one year, renewal under the offer and Section 5, notice of non-renewal generally no later than 14 calendar days before the term ends, Section 7 (5) applies to price increases
- The right of use is limited to the term, the Company backs up or transfers its data before it ends
- Additional licenses where available, cancellation and reduction under Section 6 by the confirmed deadline
- Fixed term even with monthly payments, invoiced in advance, payable within 14 calendar days of receipt of the invoice
- Support by email under Sections 11 and 12, consulting and implementation only by separate agreement

Section 1 to Section 19

Terms

Section 1 Scope

1. These terms govern the procurement of license-based Microsoft cloud subscriptions under New Commerce in Microsoft's Cloud Solution Provider program through powerbunch GmbH, Kommerner Str. 138, 53879 Euskirchen, Germany (“powerbunch”), for example for Microsoft 365, Power Automate, and Power Apps (the “Services”). powerbunch acts as an indirect reseller and obtains the subscriptions through an authorized Microsoft distributor.
2. The offer is available only to persons and entities acting in the course of their trade, business, or independent profession (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB), legal entities governed by public law (juristische Personen des öffentlichen Rechts), and special funds governed by public law (öffentlich-rechtliche Sondervermögen). It is not directed at consumers. By accepting an offer, the contracting party confirms that it obtains the subscriptions for its trade, business, or independent profession or to carry out its public duties.
3. powerbunch sells Azure consumption, metered add-on services, software with a perpetual right of use, and Microsoft Marketplace offerings only under a separate offer. That offer states how charges are calculated and which terms apply.
4. powerbunch offers trial subscriptions only under a separate agreement. That agreement states the trial period and its end date. A paid continuation requires the Company's prior consent in text form. If the Company has not given that consent, powerbunch turns off automatic conversion to a paid subscription immediately after the trial is provisioned and verifies the setting. powerbunch offers a trial without consent to continue only if the available ordering process supports this step.
5. Consulting, setup, migration, implementation, and training are separate services. powerbunch provides them only under a separate agreement. powerbunch's digital products are governed by the License Terms for Digital Products.
6. Differing standard terms and conditions of the Company apply only if powerbunch expressly agrees to them in text form (Textform, see Section 19 (1)). Individual agreements take precedence.

Section 2 Definitions

1. “The Company” is any contracting party under Section 1 (2).
2. A “subscription” is the order of a Service from Microsoft through powerbunch for a specific number of licenses and a specific term, for example Microsoft 365 Business Premium for 20 people for one year. Each line item of an offer with its own Service, its own term, or its own billing plan is a separate subscription. powerbunch identifies each subscription clearly in the offer and in the confirmation.
3. The “term” is the fixed period for which a subscription is entered into or renewed, for example one month or one year.
4. The “billing plan” states how often powerbunch invoices the fees for a term, for example monthly, annually, or once for the entire term.
5. The “Microsoft Terms” are the Microsoft Customer Agreement, the Product Terms applicable to the subscription under that agreement, the Data Protection Addendum, and Microsoft's Service Level Agreements. The applicable versions and their order of precedence are governed by those documents. powerbunch identifies the references in the offer.
6. The “cancellation window” (Stornofrist) is the period during which Microsoft allows a cancellation or reduction against a prorated credit after a purchase, renewal, or increase in quantity. It begins with the transaction in Microsoft's ordering system. As of this version, it is 168 hours (seven days), including weekends and public holidays.
7. The “distributor” is the authorized Microsoft distributor through which powerbunch obtains the subscriptions.

8. The “tenant” is the Company's Microsoft Entra tenant in which Microsoft provides the Services.
9. “Business days” are Monday through Friday, excluding public holidays in North Rhine-Westphalia, Germany.

Section 3 Roles of Microsoft, the Distributor, and powerbunch

1. Microsoft operates the Services on its own responsibility and grants the Company the rights of use under the Microsoft Customer Agreement, which the Company enters into directly with Microsoft. The Microsoft Terms govern the Services, their availability, and the processing of data by Microsoft.
2. powerbunch procures the ordered subscription for the Company in the agreed tenant and provides the agreed management of quantity, term, and renewal, invoicing, and support under Sections 11 and 12. The operation, functioning, and availability of the Services are provided by Microsoft, not by powerbunch.
3. If powerbunch uses third parties to perform its own obligations, for example the distributor for an order, the statutory rules on attribution apply. In operating the Services independently, Microsoft performs its own obligations and is not a person through whom powerbunch performs its obligations (Erfüllungsgehilfe).
4. powerbunch's services are governed by these terms, the agreements in the offer, and applicable law. The Microsoft Terms govern the use of the Services.

Section 4 Contract Formation

1. Requests via the “Lizenzangebot anfordern” (Request a license quote) form on www.powerbunch.de or by email are nonbinding. Prices on the website and in the calculator are powerbunch's nonbinding guide prices.
2. Before making a binding offer, powerbunch checks whether the Service can be ordered and whether the essential requirements for it are met. The offer in text form states, for each subscription, the Service, quantity, tenant, term together with the notice that the right of use ends with it, billing plan, price, and intended start date. These terms are attached to the offer in a format that can be saved, with the number and date of their version, and form part of the offer. powerbunch must receive the acceptance no later than the deadline stated in the offer. If no deadline is stated, the acceptance period ends seven calendar days after the Company receives the offer, but no later than the end of the month in which it is received. As long as an essential requirement is still open, powerbunch may send expressly nonbinding information on price and scope.
3. The contract is formed when the Company accepts the offer in text form within the binding period. In doing so, it states the full name of the contracting party, its address, its VAT identification number if available, an email address for invoices, a contact person, and its tenant if available. With the first accepted offer, these terms also apply as a framework agreement for later orders.
4. If Microsoft requires evidence of acceptance of the Microsoft Customer Agreement to carry out an order or a specific change, that evidence for the relevant country and tenant must be in place before execution. If needed, the Company has an authorized person accept the agreement in the Microsoft 365 admin center or through the process supported by the distributor and confirms the required reseller relationships. The same process applies to any renewed confirmation of acceptance required by Microsoft. powerbunch assists with this, checks the status, and informs the Company of any missing steps. Receipt of time-sensitive notices and the effectiveness of any notice of termination or non-renewal do not depend on this.
5. The Company may place a further order for an existing subscription in text form, for example for additional licenses at the agreed price, by identifying the subscription. The order becomes binding when powerbunch accepts it in text form before fulfillment and confirms the Service, quantity, price per license, and tenant. For a new Service or changed arrangements for the term or price, powerbunch sends an offer under subsection 2. powerbunch handles orders promptly, usually within 3 business days, and confirms fulfillment in text form.
6. The Company provides accurate and complete order and billing details and promptly communicates any changes. Before fulfillment, powerbunch checks that the required details are available and resolves apparent inconsistencies with the Company. powerbunch arranges any later change that is possible under Section 6. Section 13 (3) applies to errors for which powerbunch is responsible.
7. If powerbunch is permanently unable to fulfill an accepted order, for example because the distributor or Microsoft does not accept it, or if fulfillment is prohibited by law, powerbunch informs the Company without

undue delay in text form and states the reason to the extent permitted. The rights of the parties are governed by law. powerbunch refunds without undue delay any fees already paid for that order to the extent no fees are due.

Section 5 Term and Renewal

1. Each subscription has the term stated in the offer, usually one month or one year. Longer terms are available only if Microsoft offers them for the Service and the offer states them. The term begins when Microsoft provisions the subscription. After ordering, powerbunch confirms in text form the start and end of the term, the billing plan, and the last day by which notice of non-renewal must be received.
2. The right to use the Services is limited in time. The right of use under a subscription ends at the end of its term if the subscription is not renewed. Whether and for how long access, further use, or data export remains possible after that is governed by the Microsoft Terms and Section 16 (1). Subsection 6 governs a paid month-to-month extension.
3. Unless notice of non-renewal is given in time under subsection 4 or subsection 7 or Section 7 (5), a subscription renews at the end of the term, to the extent that Microsoft allows it, for the renewal period stated in the offer. If no such period is stated, it renews for the most recent regular term agreed for it. If the expiring term was shortened or is the remaining term taken over in a transfer, the full term of the Microsoft variant booked for that subscription applies if it is clearly ascertainable from the accepted offer, for example one year for an annual subscription. If the regular term cannot be determined, powerbunch offers the Company continued service in time before the term ends, and renewal then requires acceptance in text form. The billing plan and the number of licenses remain the same until an effective change. Subscriptions with a term of more than one year renew only if the offer expressly provides for it. If the Microsoft Terms provide for a separate election of automatic renewal for the Company, for example for certain government or academic customers, the subscription renews only if that election has been made. A different product or a renewal term longer than the agreed one requires an agreement in text form. An extension validly ordered under subsection 6 for that term end replaces the regular renewal. If neither a renewal under this subsection is intended nor an extension under subsection 6 has been ordered, powerbunch arranges for the subscription to end at the end of the term under subsection 4. Section 7 (3) governs the price for the new term.
4. The Company may give notice of non-renewal in text form, for example by email to support@powerbunch.de. powerbunch must receive the notice no later than 14 calendar days before the end of the term. By the same deadline, the Company may also request a lower number of licenses for the new term, to the extent that Microsoft allows it. In doing so, it may specify in text form that the subscription is to renew only with the requested lower quantity. If the reduction is not carried out effective at the start of the new term, powerbunch informs the Company without undue delay. If the Company made renewal conditional in this way, powerbunch arranges for the subscription to end as soon as technically possible and charges no fees for the failed renewal, otherwise subsection 3 applies. The parties agree on a different term or billing plan on the basis of an offer under Section 4 (5). powerbunch arranges through the distributor for the end-of-term setting required under Microsoft's rules, verifies that it has been confirmed, and informs the Company in text form of what has been scheduled.
5. If a notice or request under subsection 4 is received later, the subscription may first renew unchanged. powerbunch then promptly checks whether the renewal can still be prevented or canceled within the cancellation window, or whether the number of licenses can be reduced under Section 6 (2), and arranges any available change. powerbunch carries out a change of term or billing plan only after the offer has been accepted. If powerbunch prevents the renewal, no fees arise for it. Section 6 (2) governs a successful cancellation or reduction. To the extent that the requested change is not carried out, the term, number of licenses, and fees of the continuing contract apply. powerbunch confirms the outcome in text form. Statutory claims for a delay for which powerbunch is responsible remain unaffected.
6. To the extent that Microsoft offers it for the subscription, the Company may expressly order in text form a paid month-to-month extension (Extended Service Term). The offer states the start date, the price per monthly period, and the prorated charges upon termination. powerbunch arranges the setting through the distributor. The parties agree in text form in advance on any higher price for a later monthly period. If no agreement is reached, powerbunch may end the extension at the end of a current monthly period after giving prior notice, and the agreed price applies until then. The Company may end the extension at any time in text form, and

powerbunch promptly arranges this and confirms the end date. If the extension starts without an order, powerbunch informs the Company without undue delay after becoming aware of it and arranges for it to end as early as possible. Any desired continuation, for example to back up data, requires an order at the price and start date communicated in advance. Contractual fees arise only from the agreed start date. The parties' statutory claims remain unaffected.

7. The term binds both parties until it ends. powerbunch may give notice of non-renewal of a subscription in text form at least 30 calendar days before the end of the term and then arranges for the setting under subsection 4. The statutory right to terminate for good cause (Kündigung aus wichtigem Grund) remains unaffected.

Section 6 License Quantity and Service Changes

1. The Company may order additional licenses for an existing subscription to the extent Microsoft allows it for the subscription, for example within quantity limits. Additional licenses run until the end of the subscription term and are invoiced on a prorated basis. Before fulfillment, powerbunch confirms the price per additional license (Section 4 (5)). powerbunch identifies add-on subscriptions with their own rules separately.
2. After a purchase or renewal, the Company may have the subscription canceled or the number of licenses ordered for that term reduced within the cancellation window. After an increase, only the additional licenses can be reduced within the cancellation window applicable to them. Microsoft's rules for the subscription and the deadline under subsection 3 apply. After a confirmed cancellation or reduction, powerbunch charges the agreed fee for the affected licenses on a prorated basis from their billing start date to the confirmed effective time and corrects amounts already invoiced under Section 8 (2). The contract continues for the remaining licenses.
3. Without undue delay after a purchase, renewal, or increase is confirmed as completed, powerbunch states to the Company in text form the date and time, in German local time, by which a request for cancellation or reduction must be received in text form. This deadline is two business days before the cancellation window applicable to the transaction expires. An earlier deadline applies only if it is required because of the ordering process and was agreed in text form before the affected booking. If the Company has not received that notice by the stated deadline, powerbunch arranges any change requested by the end of the cancellation window to the extent it remains possible through the available ordering process under Microsoft's rules. powerbunch handles time-sensitive notices with priority and also checks whether the change is still possible if a notice arrives later. If a disruption of Microsoft's or the distributor's ordering systems prevents timely execution, powerbunch informs the Company without undue delay and carries out the change later to the extent that this is still possible. Otherwise, fees are governed by the agreement and applicable law, and Section 14 governs powerbunch's responsibility.
4. After the cancellation window expires, Section 5 (4) and (5) govern ending the subscription or reducing the number of licenses for the next term. Statutory and expressly agreed rights to end or change the subscription earlier remain unaffected.
5. powerbunch changes the Service, for example by an upgrade, only if the Company accepts the offer for the change and the change is available under Microsoft's rules. The offer states the price, the term, the effects on the existing subscription, and any available cancellation option. If no conversion path is available, the Company may give notice of non-renewal for the existing subscription under Section 5 (4) and order the other Service separately.

Section 7 Prices and Price Changes

1. The prices in the offer apply. Prices are net prices. powerbunch adds VAT to the extent powerbunch is required by law to charge it.
2. The agreed price applies for the relevant term. During the term, powerbunch changes it only under subsection 6, and any other change requires an agreement in text form. Additional licenses cost the same as the other licenses of the subscription. If, under Microsoft's terms, an agreed promotional price does not apply to additional licenses, powerbunch states their price before the order in an offer under Section 4 (5).
3. For a new term, the previous price applies, adjusted under the following rules. If, since the last price agreement or the most recent adjustment that took effect after it, Microsoft has changed the list price or the terms on which partners in the CSP program obtain the same license variant for the same market, term, and billing plan, for

example margins or surcharges, powerbunch adjusts the price per license for the new term by the resulting direct and unavoidable change in net costs. The benchmark is the cost at that last price setting compared with the costs binding for the new term. A notice without an effective adjustment does not change the benchmark. powerbunch accounts for attributable discounts, offsets increases against decreases, and passes through the net difference once, decreases in the same way as increases. powerbunch's own share of the price remains the same.

4. In text form, powerbunch identifies a change under subsection 3 with the affected subscription, the previous and new price per license, the comparison dates, the reason for the change, and the effective date. In the same notice, powerbunch explains how it calculated the direct change in net costs per license. Subsection 5 governs increases. Increasing powerbunch's own share or changing the service, term, or billing plan requires an agreement in text form.
5. An increase under subsection 3 applies without express consent only if the Company receives the notice under subsection 4 no later than 21 calendar days before the end of the term. In that case, the Company may give notice of non-renewal for the affected subscription in text form. As an exception to Section 5 (4), powerbunch must receive the notice no later than seven calendar days before the term ends. powerbunch states the last day for receipt in the notice of the increase and arranges for the subscription to end at the end of the term if it receives timely notice of non-renewal. No fees arise for a renewal effectively terminated in this way, even if it continues technically. If the notice is received later or powerbunch cannot ensure the exit, the increase applies for that term only with the Company's express consent in text form. Subsections 3 through 5 apply again to later terms. Decreases apply from the start of the new term.
6. During a term, powerbunch changes the price only if a public charge included in the price changes and this demonstrably changes the cost of the subscription. powerbunch then changes the price from the date of the change by the amount directly attributable to it and states the reason, amount, and date in text form. This applies to increases and decreases alike. Subsection 1 governs VAT.
7. If the offer states a promotional price, it also states the period, the eligibility requirements, and, if already known, the price that applies afterward. Subsections 3 through 5 govern later terms.

Section 8 Invoicing and Payment

1. powerbunch invoices each subscription in advance according to the agreed billing plan. powerbunch may combine several subscriptions in one invoice.
2. powerbunch charges additional licenses on a prorated basis. powerbunch shows adjustments and credits separately and generally applies credits that are due to the next invoice. If no further invoice is expected, powerbunch issues a final invoice and refunds any credit balance due.
3. powerbunch sends invoices in the legally required format to the email address designated by the Company or through the invoicing channel required by law or agreed by the parties. The Company provides the necessary details, for example a routing ID (Leitweg-ID) for public-sector customers.
4. Each invoice is payable by bank transfer within 14 calendar days of receipt, without any early payment discount. For a new subscription, the parties may agree in the offer on a different billing plan, payment in advance of fulfillment, or security.
5. The Company pays for the validly ordered licenses for the agreed term, even if it does not use them and even if a longer term is billed monthly. Fees that cease to apply or are reduced by law or contract, credits, and valid terminations are governed by the rules provided for them.
6. The Company may set off (Aufrechnung) counterclaims that are undisputed, established by final and binding judgment, or arise out of the same contractual relationship. Statutory rights to withhold performance (Zurückbehaltungs- und Leistungsverweigerungsrechte) remain unaffected.

Section 9 Payment Default, Suspension, and Termination

1. Statutory rules govern payment default (Zahlungsverzug).
2. If the Company is in material default on a fee that is due for a subscription, powerbunch may send a reminder in text form and set a payment deadline of at least 14 calendar days from receipt. The reminder states the amount

outstanding, the affected subscriptions, the possible date of a suspension, and its effects. If the Company does not pay by the deadline, powerbunch may suspend the affected subscriptions to the extent proportionate. powerbunch takes into account the Company's valid defenses, setoff, and rights to withhold performance.

3. A suspension may interrupt access to the affected Services and associated add-on subscriptions. Whether and to what extent access to data remains depends on the Service, permissions, and Microsoft's rules. Fees continue to accrue (Section 8 (5)). A suspension turns off automatic renewal at Microsoft.
4. Once the reason for the suspension no longer applies, powerbunch promptly arranges for any reactivation that is still possible and informs the Company. As part of this, powerbunch restores the agreed end-of-term setting and sets up any agreed changes for the next term again, where technically possible. Any effective notice of non-renewal continues to apply. If reactivation is no longer possible, for example because the term expired during the suspension, powerbunch informs the Company. If the subscription has ended, new fees arise only after a new order. This subsection also applies to measures under Section 10 (8).
5. If the material payment default continues 14 calendar days after the suspension begins, powerbunch may terminate the affected subscription for good cause by notice in text form, provided the statutory requirements are met. powerbunch may terminate the framework agreement only if good cause also exists for that. powerbunch states the effective date and arranges for the subscription to end under Microsoft's rules. Statutory rules govern fees until the termination takes effect and damages (Schadensersatz) for the period from that time. powerbunch deducts saved expenses and credits received from any damages.
6. While the Company is in default on a payment, powerbunch may make new orders and additional licenses subject to payment in advance. The parties' other statutory rights remain unaffected.

Section 10 Company Responsibilities and Administration

1. The Company complies with the Microsoft Terms applicable to the ordered Services and related software, for example on authorized users, use, installation, and onward supply. It assigns the licenses and manages its users unless otherwise agreed. powerbunch states any specific requirements for an ordered Service in the offer. The Company uses features that Microsoft designates as preview features for testing purposes unless otherwise agreed. powerbunch makes no commitments of its own regarding the functioning or availability of preview features.
2. If the Company requests a license recommendation, it describes its intended use. powerbunch bases the recommendation on this information and the applicable Microsoft Terms and points out material assumptions it can identify. The Company is responsible for its actual use.
3. Each party protects the credentials and administrator accounts within its area of responsibility. Unless otherwise agreed, the Company is responsible for backing up its data.
4. powerbunch does not need administrator rights in the tenant for ordering and invoicing. powerbunch requests granular delegated admin privileges (GDAP) only for agreed tasks, only with the roles required for them, and for a limited time, at most as long as Microsoft allows. powerbunch does not use automatic extension, and an extension requires a new instruction from the Company. The rights arise only when the Company approves the request in the Microsoft 365 admin center. The Company may end them there at any time.
5. Before powerbunch processes personal data on the Company's behalf, the parties enter into a data processing agreement (Vertrag zur Auftragsverarbeitung) under Art. 28 GDPR. This also applies to agreed support tasks without administrator rights. powerbunch requests administrator rights only after this agreement has been concluded.
6. powerbunch uses access to the tenant only for the documented tasks it has been instructed to perform and processes personal data on the Company's behalf only on documented instructions, unless required by law. If powerbunch engages other processors for this purpose, for example the distributor, the requirements of the data processing agreement and of Art. 28(2) and (4) GDPR apply. When the rights are no longer needed for the agreed tasks, powerbunch ends them without undue delay and informs the Company.
7. The Company complies with the export control and sanctions regulations applicable to the Services and their use. It does not use the Services in breach of these regulations, does not make them available to persons or bodies where this is prohibited, and passes on the applicable restrictions when it permissibly makes the

Services available to third parties. It promptly reports any known breach to powerbunch and, upon a substantiated request, provides the necessary and permissible evidence.

8. If there are specific indications of a material breach of subsection 7, powerbunch may hold affected orders or temporarily suspend affected subscriptions to the extent required by law or necessary and proportionate to resolve the matter. To the extent permitted, powerbunch states the reason, gives the Company an opportunity to clarify the matter, and lifts the measure once the reason ceases to apply. Statutory rules govern permanent termination.

Section 11 Support

1. powerbunch helps the Company order, change, and end subscriptions, including giving notice of non-renewal and canceling them, and helps with questions about powerbunch invoices, choosing the appropriate license, and assigning licenses, for example by providing instructions. License assignment by powerbunch is subject to Section 10 (4) through (6).
2. The Company can reach support by email at support@powerbunch.de. powerbunch handles requests on business days and aims to respond within 3 business days. powerbunch does not commit to a binding response or resolution time. Section 6 (3) governs cancellations and reductions within the cancellation window.
3. Support is included in the price of the subscriptions.
4. powerbunch accepts reports of disruptions to the Services, works to identify the cause using the information available, and provides the assistance covered by subsection 1. Section 12 applies to unresolved cases. powerbunch does not owe the resolution of disruptions and errors of the Services. Setup, configuration, migration, consulting, implementation, and training are separate services under Section 1 (5).

Section 12 Requests to Microsoft

1. As needed, powerbunch submits unresolved problems with a Service through the channel available at the distributor. Where that channel allows it, powerbunch requests escalation to Microsoft. If a permitted channel is unavailable for either submission to the distributor or escalation to Microsoft, powerbunch informs the Company of the options known to it. If a specific case requires access to the tenant, the parties agree in advance who receives which role and for how long, and Section 10 (4) through (6) governs rights granted to powerbunch. powerbunch charges no markup for forwarding.
2. powerbunch keeps the Company informed, relays follow-up questions and answers, and uses only the necessary data and permitted channels for this purpose. powerbunch makes no commitment about the outcome or processing time of the procedures at the distributor and at Microsoft, which may be automated.
3. If the distributor or Microsoft charges a fee for a request or an escalation, powerbunch states the service and the maximum amount in advance in text form. powerbunch orders the service only after the Company expressly agrees in text form and charges the third-party costs actually incurred, up to the agreed maximum. Additional costs and recurring payment obligations require separate consent.
4. Without consent under subsection 3, powerbunch forwards the request only through channels free of charge. Support under Section 11 and forwarding claims under Section 13 (2) do not depend on such consent.

Section 13 Availability and Defects

1. Microsoft operates the Services. Microsoft's commitments apply to their availability to the extent that a Service Level Agreement applies. powerbunch does not make its own availability commitments.
2. If the Company requests a credit for a disruption under the applicable Service Level Agreement, it provides the required information and evidence in time. powerbunch informs the Company of known deadlines and the information required and promptly submits the complete claim through the designated channel at the distributor. If that channel is not available for the claim, powerbunch promptly informs the Company of the channels known to it. powerbunch reports the outcome and passes on in full any credits it receives for the affected subscription.
3. The statutory remedies for defects apply to the services owed by powerbunch, for example ordering, management, support, and invoicing. powerbunch promptly investigates reported errors and takes appropriate

corrective measures. If a technical correction in the ordering system is not possible, powerbunch informs the Company and assesses which remedies are available under the contract and applicable law.

4. If powerbunch receives an additional credit from the distributor for a defect affecting the subscription, powerbunch passes it on to the Company. Any credit already granted for the same amount is applied against it.
5. To the extent that the law on leases (Mietrecht) applies to a subscription, the Company may deduct a price reduction (Minderung) from the current fees only if the reduction is undisputed or has been established by a final and binding court decision. The claim to repayment of fees paid in excess and the rights under Section 8 (6) remain unaffected. Contractual claims based on a defect in powerbunch's own ordering, management, or invoicing services become time-barred one year after the statutory limitation period begins. This does not apply to claims under Section 14 (1), to the claim for ongoing performance in accordance with the contract, to price reduction and repayment, or to claims subject to a mandatory longer limitation period.
6. Section 14 governs damages. The Company's rights against Microsoft under the Microsoft Terms remain unaffected.

Section 14 Liability

1. powerbunch has unlimited liability for intentional misconduct (Vorsatz) and gross negligence (grobe Fahrlässigkeit), for death, bodily injury, or harm to health, for fraudulently concealed defects, to the extent of any guarantee it has assumed, and under the German Product Liability Act (Produkthaftungsgesetz).
2. If powerbunch breaches a material contractual obligation through ordinary negligence (leichte Fahrlässigkeit), liability is limited to losses typical of this type of contract that were foreseeable when the contract was formed. An obligation is material if its performance makes proper performance of the contract possible in the first place and the Company may ordinarily rely on its observance.
3. Liability for ordinary negligence is otherwise excluded. To the extent that the law on leases applies, strict liability (verschuldensunabhängige Haftung) for defects that already exist when the contract is concluded (Section 536a (1), first alternative, BGB) is excluded. Subsection 1 remains unaffected.
4. Subsections 1 through 3 apply to breaches of powerbunch's own obligations and to the fault of persons it uses to perform them (Erfüllungsgehilfen) under Section 278 BGB. Microsoft's responsibility to the Company for independently operating the Services is governed by the Microsoft Terms and applicable law.
5. In the event of data loss, subsections 1 through 4 and the statutory rules on contributory fault (Mitverschulden) apply. This takes into account which backups were reasonable for the Company given the technical capabilities of the Service and to what extent they would have prevented the loss.
6. Subsections 1 through 5 also apply to the personal liability of members of powerbunch's governing bodies, its employees, and persons it uses to perform its obligations.

Section 15 Change of Partner

1. To move to powerbunch, the Company confirms the required reseller relationships and agrees with powerbunch which subscriptions are affected. If the billing CSP partner changes, powerbunch arranges the request through the distributor, and the current billing partner decides on the approval. After a successful transfer, the remaining term and the end date carry over, and the subscription receives a new identifier. The transfer does not open a new cancellation window. If the billing partner stays the same and only the reseller assignment changes, the parties agree in text form in advance from when powerbunch invoices. The offer states powerbunch's price.
2. If the transacting CSP partner changes, the billing cutoff date for each successfully transferred subscription is the transfer date in UTC confirmed in the ordering system. If only the reseller assignment changes, the date agreed in advance in text form applies, but no earlier than the date on which the change in billing takes effect. When the Company moves to powerbunch, powerbunch charges from this cutoff date.
3. During an extension under Section 5 (6), the subscription cannot be transferred directly to a different transacting CSP partner. If the transacting partner and tenant stay the same, the reseller assignment may be changed to the extent the available process allows it. If a different transacting partner is requested, the parties coordinate with the partners involved on a permitted conversion or a new subscription with a coordinated end

date for the existing one. powerbunch states in advance in text form the effects on price, term, access, and cancellation. A new paid order or conversion requires the Company's prior consent in text form.

4. The Company may request a move to another partner through the procedure available for the subscription. powerbunch reviews a complete request and generally forwards it to the responsible party or requests the required approval within five business days of receipt. powerbunch keeps the Company informed of the status and of known obstacles. powerbunch charges no fee for the move or for its own assistance. Completion is governed by the procedures of the partners involved and of Microsoft. Section 16 (2) remains unaffected.
5. The transfer does not end the subscriptions. When the Company moves away from powerbunch, powerbunch's invoicing for the affected subscription ends at the end of the day before the billing cutoff date under subsection 2. powerbunch adjusts fees for periods from the billing cutoff date onward and refunds prepayments for those periods on a prorated basis. The refund is due within 14 calendar days after receipt of a distributor credit for those periods and no later than 30 calendar days after the billing cutoff date. This also applies if no credit is received or if only the reseller assignment was changed. powerbunch claims any credit provided for from the distributor. Section 8 (2) does not postpone this deadline.
6. After a change of partner, powerbunch checks which delegated administrator rights in the tenant are still needed for agreed tasks and ends rights that are no longer needed under Section 10 (6). If this is not technically possible for powerbunch, powerbunch promptly informs the Company that it can remove them in the Microsoft 365 admin center.

Section 16 End of Contract, Data, and Force Majeure

1. When a subscription ends, the right of use under it ends as described in Section 5 (2). Whether and for how long data can be accessed or exported afterward, and when Microsoft deletes it, depend on the Service, the status of the subscription, and the Microsoft Terms.
2. The Company backs up or transfers its data in time before a subscription ends. powerbunch does not back up the Company's data unless separately agreed. The Company may exercise its mandatory rights to export data and to switch providers. If it needs powerbunch to take action in managing the subscription for this purpose, powerbunch assists it.
3. The framework agreement under Section 4 (3) runs for an indefinite period. Either party may terminate it in text form with one month's notice to the end of a calendar month. Upon receipt, the termination also applies to the renewal of the subscriptions then existing, effective at the next end of term for which the deadline applicable to the terminating party is met. Section 5 (4) and (5) and Section 7 (5) apply to the Company, and Section 5 (7) applies to powerbunch. An extension under Section 5 (6) ends no later than the framework agreement, powerbunch arranges for it to end through the distributor, and no fees arise for it after its contractual end. powerbunch confirms the end dates in text form. The agreed terms apply to the subscriptions until their respective ends.
4. Statutory rules govern termination for good cause, supplemented by Section 9 (5) in the event of payment default.
5. As soon as powerbunch learns that its authorization as a reseller in the Cloud Solution Provider program or its cooperation with the distributor will end or has ended, powerbunch informs the Company without undue delay in text form of the affected subscriptions and the available options. Within its control, powerbunch supports the continuation or transfer chosen by the Company and available under the applicable rules (Section 15 (4) and (5)). The Company's statutory rights remain unaffected.
6. If an extraordinary event that could not be foreseen when the contract was formed and cannot be averted despite reasonable precautions prevents a performance, the affected party informs the other party without undue delay and limits the effects where possible. Applicable law governs the consequences. Microsoft's cancellation windows are not extended as a result.

Section 17 Data Protection and Confidentiality

1. powerbunch processes the necessary information about the Company and its contact persons as an independent controller for inquiries, orders, invoicing, its own support organization, and legal obligations. For this purpose, powerbunch transmits the necessary data to the distributor and to Microsoft, for example

company name, address, tenant, domain, contact person, and order data. powerbunch's privacy policy describes the purposes and legal bases for processing, the recipients, and the rights of data subjects.

2. For their own purposes, the distributor and Microsoft process the data transmitted to them as independent controllers. If the distributor processes personal data on powerbunch's behalf, powerbunch puts the required contractual arrangements under Art. 28 GDPR in place before processing starts. If powerbunch acts as the Company's processor for the same activity, Section 10 (5) and (6) govern its engagement of the distributor. Until these requirements are met, powerbunch uses an available lawful channel without the data at issue or informs the Company of the obstacle. powerbunch provides the Company with the distributor's privacy information relevant to ordering and support. If the Company names additional contact persons, it helps powerbunch inform them.
3. Processing by Microsoft in the Services is governed by the applicable Microsoft Terms, in particular the Data Protection Addendum. Depending on the Service and the processing, Microsoft may also process personal data outside the European Economic Area, for example in the United States, within the data location commitments and transfer safeguards set out there. For personal data it brings into the Services, the Company fulfills the data protection obligations of its respective role. Section 10 (5) and (6) and the data processing agreement govern processing by powerbunch on the Company's behalf.
4. Each party keeps the other party's nonpublic information, for example credentials, tenant information, and commercial terms, confidential and uses it only for the agreed purpose. The parties disclose such information only to the extent legally permitted and necessary to perform the contract or protect legal rights and provide appropriate protection when doing so. Disclosures required or protected by law remain permitted.

Section 18 Changes to These Terms

1. For new subscriptions, the version of these terms attached to the offer applies. For additions to an existing subscription without a new offer (Section 4 (5)), the version most recently agreed for that subscription applies. For subscriptions that existed before this version, it applies from the date that powerbunch and the Company agree in text form for the identified subscriptions.
2. For ongoing subscriptions, powerbunch may propose a new version for a future term. The Company receives it in text form together with the material changes and the proposed effective date. The new version applies to the specified subscriptions from the agreed term if the Company expressly agrees in text form. Until then, the previous version applies. Section 7 governs prices.
3. Each published version has a number and a date. powerbunch keeps the published versions available on its website.

Section 19 Final Provisions

1. Text form (Textform) under these terms has the meaning given in Section 126b BGB. A readable email that can be saved and identifies the person making the statement is sufficient.
2. The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods.
3. If the Company is a merchant within the meaning of the German Commercial Code (Kaufmann), a legal entity governed by public law, or a special fund governed by public law, the courts at powerbunch's registered office have jurisdiction over disputes arising out of the contractual relationship, to the extent a choice-of-court agreement (Gerichtsstandsvereinbarung) is permitted.
4. The German version of these terms is binding. The English translation is provided for information only.
5. If any provision of these terms is invalid, the validity of the remaining provisions remains unaffected.

Publisher

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