

AWARENESS SOFTWARE LIMITED: MICROSOFT AZURE SERVICES SCHEDULE

This document was most recently updated on 20th January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Microsoft Azure Services defined below, and as stipulated in a Statement of Work.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

"Microsoft Azure Services"	the services that we provide to our Customers in respect to the definition in 2.1, in accordance with the Statement of Work and this Schedule;
"Microsoft Azure Services Commencement Date"	the date on which we will commence the provision of the Microsoft Azure Services, as stipulated in the Statement of Work.
"Extended Microsoft Azure Services Term"	has the meaning given to it in the Statement of Work;
"Initial Microsoft Azure Services Term"	has the meaning given to it in the Statement of Work;

2. Microsoft Azure Services

- 2.1 Microsoft Azure Services comprise us reselling the Microsoft Azure (excluding Microsoft 365) portfolio of products to you in our capacity as a Microsoft Cloud Solution Provider.
- 2.2 Where you instruct us to resell you a license or other service relating to Microsoft Azure (the "**MS-Azure Service**"), then we may do so only under the available commitment periods (the "**Commitment Period**") (monthly, annually or tri-annually) provided by Microsoft, and you acknowledge that an MS-Azure Service cannot be cancelled within the Commitment Period.
- 2.3 Unless you inform us at least 30 days prior to the Commitment Period expiring to cancel the MS-Azure Service, then the Commitment Period for the MS-Azure Service will automatically extend for the same duration at the anniversary of the Commitment Period.
- 2.4 Where we provide Microsoft Azure Services then we are acting as a reseller of such services and you acknowledge that the Microsoft Azure Services are provided in accordance with Section 5 of our Terms and Conditions.

3. Microsoft Azure Services Backup

- 3.1 You are responsible for keeping regular and full backups of all Material, unless we have agreed to provide specific backup services in accordance with a Schedule. Subject to Clause 12.2, we shall have no Liability for any failure by you to backup any Material. If any Material is lost or corrupted for any reason and you do not have an appropriate backup, we will not be able to help you recover that lost or corrupted Material except to the extent that you subscribe for specific backup services in accordance with a Schedule.

4. Service Requests

- 4.1 You may raise a Service Request relating to this Service by using the contact procedure set out in the Statement of Work or, in the absence of such, by using the contact procedure contained in the "Service Desk Contact and Escalation Procedure" document (and which may be found on our website) during Business Hours. This document also outlines the process we use to triage service requests and faults, along with response, update and escalation timescales.

5. Microsoft Azure Services Fees

- 5.1 In consideration of our provision to you of the Microsoft Azure Services, your inventory of MS-Azure Services which fall due on any given calendar month will be charged at the start of the same calendar month.
- 5.2 As the inventory of MS-Azure Services may not align and fall due at different times, you acknowledge that the billing amount per calendar month may vary from month to month.

6. Term

- 6.1 This Schedule shall commence on the Microsoft Azure Services Commencement Date.
- 6.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Microsoft Azure Services Term, and shall automatically extend for the Extended Microsoft Azure Services Term at the end of the Initial Microsoft Azure Services Term and at the end of each Extended Microsoft Azure Services Term.
- 6.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Microsoft Azure Services Term or the relevant Extended Microsoft Azure Services Term, to terminate this Contract at the end of the Initial Microsoft Azure Services Term or the relevant Extended Microsoft Azure Services Term, as the case may be.
- 6.4 Until all MS-Azure Services that we provide to you have expired from our inventory as a Microsoft Cloud Services Provider, then the Term will automatically extend each calendar month until no MS-Azure Services remain in our inventory as a Microsoft Cloud Solution Provider, irrespective of any written notice period given by you to us, unless the Commitment Period relating to any outstanding MS-AZURE Services have extended by our inaction to cancel an MS-Azure Service in accordance with 2.3 of this Schedule.