

# AWARENESS SOFTWARE LIMITED: MICROSOFT SERVICE PROVIDER LICENCING AGREEMENT (SPLA) SERVICES SCHEDULE

This document was most recently updated on 20<sup>th</sup> January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Microsoft SPLA 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

<b>“Extended Microsoft SPLA Services Term”</b>	has the meaning given to it in the Statement of Work;
<b>“Initial Microsoft SPLA Services Term”</b>	has the meaning given to it in the Statement of Work;
<b>“Microsoft SPLA Services”</b>	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;
<b>“Microsoft SPLA Services Commencement Date”</b>	the date on which we will commence the provision of the Microsoft SPLA Services, as stipulated in the Statement of Work.
<b>“Software Services”</b>	has to meaning given to it in 2.1;

## 2. Microsoft SPLA Services

- 2.1 Microsoft SPLA Services comprise us providing Software Services to you under the Microsoft Service Provider Licensing Agreement program in our capacity of a Microsoft Partner registered to provide such SPLA services with Microsoft.
- 2.2 Where you instruct us to provide you a Software Service, then it must be understood that:
  - 2.2.1 You must inform us of how many users or instances are to be used relating to that Software Service, and
  - 2.2.2 Report to us any change of the use of any Software Services by the end of the same calendar month as the change of usage.
- 2.3 You are solely responsible for correctly reporting to us the correct quantity of users or applicable services for your organisation, and understand that we will report this usage to Microsoft the following calendar month.
- 2.4 All licensing with respect to the Software Services may only be used in accordance with the current Microsoft Services Provider Use Rights (SPUR), otherwise use of the Software Services would be invalid. You acknowledge that:
  - 2.4.1 you may find the current and archived copies of the Microsoft SPUR at <https://www.microsoft.com/licensing/docs/view/Services-Provider-Use-Rights-SPUR>; and
  - 2.4.2 Whilst we may offer advice and assistance as far as interpretation of the Microsoft SPUR is concerned, it is your sole responsibility to ensure that your organisation only uses the Software Services in accordance with the Microsoft SPUR and acknowledge that this the Microsoft SPUR may change from time to time.
- 2.5 You acknowledge that you must comply with any applicable Microsoft End User Licensing Agreement (EULA) for any particular Software Service provided, and that this may change from time to time. It is your sole responsibility to ensure that your organisation only uses the Software Services in accordance with the relevant EULA. It is impractical to document the location of all potentially relevant Microsoft EULA documents, and we would direct you to searching microsoft.com for the same.
- 2.6 If you are to rely on declaring such Software Services in a compliance audit, then you may only rely upon the use of the Software Services which you have declared to us for the relevant month and which are used in accordance with the Microsoft SPUR and relevant EULA.
- 2.7 You acknowledge that you must destroy, or otherwise render non-operation, any use of the Software Services within 30 days of you ceasing to declare them to us, or if the Contract relating to this Schedule is terminated for any reason.
- 2.8 You acknowledge that outside of us providing the Software Services to you, we have no expectations or obligations to support such Software Services excepting the installation of such Software Services, unless such forms part of a Statement of Work.
- 2.9 Where we provide Microsoft SPLA Services then we are acting as a reseller of such services and you acknowledge that the Microsoft SPLA Services are provided in accordance with Section 5 of our Terms and Conditions.

## 3. Service Requests

- 3.1 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.

## 4. Microsoft SPLA Services Fees

- 4.1 In consideration of our provision to you of the Microsoft SPLA Services, your inventory of Software Services which fall due on any given calendar month will be charged at the start of the same calendar month.

## 5. Term

- 5.1 This Schedule shall commence on the Microsoft SPLA Services Commencement Date.

- 5.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Microsoft SPLA Services Term, and shall automatically extend for the Extended Microsoft SPLA Services Term at the end of the Initial Microsoft SPLA Services Term and at the end of each Extended Microsoft SPLA Services Term.
- 5.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Microsoft SPLA Services Term or the relevant Extended Microsoft SPLA Services Term, to terminate this Contract at the end of the Initial Microsoft SPLA Services Term or the relevant Extended Microsoft SPLA Services Term, as the case may be.