CISILION

1. **BACKGROUND**

   1.1 Where the Services include the provision of Microsoft Azure, including Azure Pay as you Go ("**Consumption Services**") and Azure Reserved Virtual Machine Instances, these will be provided pursuant to the terms of this Schedule. Together these Services shall be referred to herein as Azure Services and shall be provided in accordance with and governed by the Order, this Schedule (which are hereinafter referred to as the "Azure Service Terms") and the agreement signed by the parties. Where no agreement exists or has expired, Cisilion's MSA shall prevail. A copy of which can be found here- https://www.cisilion.com/456368482318-2/.

   1.1 To the extent applicable to the supply of Consumption Services, this Schedule shall take precedence over the MSA and other Schedules, and where there is a conflict between this Schedule and the Order, the Order shall prevail.

2. **DEFINITIONS USED IN THESE TERMS**

   2.1 The following definitions in this paragraph 1.2 apply in these Azure Service Terms, any other capitalised terms used herein shall be as defined within the Master Services Agreement.

   Azure Portal: the portal which provides access to Client's Azure account and provides for management of Client's cloud resources and other Microsoft services.
   Customer Agreement: a direct agreement between the Client and Microsoft that the Client shall enter into to receive any Products or NCE Services including Online and Azure Services and which can be found at https://www.microsoft.com/licensing/docs/customeragreement and which may be updated from time to time.
   Microsoft Lighthouse: a portal through which service providers can manage Microsoft 365 (or any successor or alternative product title that Microsoft so designates from time to time) services and devices.
   Partner of Record: an entity designated as 'Partner of Record' by the recipient of Microsoft services including Azure Services on the Microsoft Partner Centre site or the Microsoft 365 admin centre or any other location designated by Microsoft from time to time.
   Product(s): the Microsoft services, tools, software, hardware, or professional support or consulting services provided under the terms of the Microsoft customer agreement.
   Subscription(s): the purchase of a Subscription Service.
   Third Party Distributor: the third party who sells the Product(s) to the Client or Cisilion (as the case may be).

   2.2 In the event that the Client purchases any Microsoft Products or Subscriptions in addition to or to be used with the Azure Services, whether or not such purchases are made via the Azure Portal, the terms of such purchases shall be as set out in the NCE Schedule, and the Agreement and those terms shall apply.

3. **AZURE OPTIMISATION EVALUATION PROCESS**

   3.1 Prior to the receipt of the Azure Services under the Agreement, the Parties shall work together to determine the Client's requirements of the Azure Service.

   3.2 Cisilion shall provide to the Client an optimisation report of the Client's use of Azure Services prior to the receipt of such services under the Agreement. In order for Cisilion to provide an optimisation report, the Clients shall provide to Cisilion promptly and in any event, no later than 10 days after the Parties have signed the Quote, or as otherwise agreed in writing:

      (a) A list of all virtual machines that the Client intends to use for the Azure Services;

Beyond Expectations

(b)   A list of the locations of such virtual machines;

(c)   Access to its Windows/SQL AHUB (If applicable); and

(d)   Any relevant information, including but not limited to invoices and consumption reports, related to the Clients use of any Azure services prior to the Agreement.

3.3   The Client agrees that for the provision of the Azure Services, including any procurement and migration (the details of such migration shall be set out in an Order Form as Professional Services and shall be subject to additional, specified Charges), the Client shall assign Cisilion as the transacting Partner of Record and take all necessary steps to notify applicable third parties of such assignment.

3.4   The Client understands that some resources may have been discontinued by Microsoft and as such will not available under the Azure Services. In such circumstances, Cisilion shall use reasonable endeavours to suggest an alternative Product in its optimisation report.

3.5   The Client agrees that for the purposes of this paragraph 2, it shall grant Cisilion 'read only' access, or procure access where necessary, to the Client's current Microsoft Lighthouse.

4.   RESERVED INSTANCES

4.1   If the Client is purchasing one or more Azure Reserved Virtual Machine Instances ("RI") the Client will be required to select the region, virtual machine type and duration of term which will be set out on the Order and any Charges will be applied accordingly.

4.2   Payment for the RI will be in advance, at the commencement of the provision of that Azure Service unless otherwise stated in the Quote.

4.3   Any RI can be cancelled at any time, but shall be subject to an early Termination Fee, and a return of the remaining months can be made to Microsoft within the purchased term (up to a limit which will be notified to Client, either in the Order or by email).

4.4   In the event that a reservation discount is available from Microsoft for the Client's use of the RI, Cisilion shall notify Client of the details of such discount and apply it as appropriate which may include applying it to other Charges payable under this Schedule.

5.   CONSUMPTION SERVICES

5.1   The Consumption Services are billed based on actual usage, the Client agrees and acknowledges that:

(a)   the Client will be invoiced monthly in arrears for its use of the Consumption Services as displayed within Azure Portal and Cisilion shall send to the Client automatic monthly billing in respect thereof.

(b)   Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions cannot be cancelled within the Order Term, unless otherwise set out in the Order or permitted under the Customer Agreement and any usage before a transfer to another provider is in effect (where applicable) will be billed in the next scheduled invoice date;

(c)   Consumption Subscriptions may be subject to a cap. Pricing will be based on the pricing effective during the current billing cycle, except when prices decrease or increase in accordance with the Customer Agreement or application of any foreign exchange rates, where applicable.

(d)   where applicable, Client shall pay all such usage and is responsible for monitoring its Consumption needs. For the avoidance of doubt, this includes payment for all such usage

where the Client has knowingly or unknowingly subscribed to additional consumption Subscriptions. Any licences initiated or activated in error will still be charged to the Client;

(e)   for the avoidance of doubt, if the Client utilises the Consumption Subscription in excess of any applicable cap, the Client shall pay to Cisilion the Charges and other expenses in accordance with its actual use; and

(f)   for the avoidance of doubt, if the Client utilises the Consumption Subscription before the end of the Order Term, the Client shall pay to Cisilion the Charges and other expenses in accordance with its Order Term, irrespective of the actual usage. In this event, Cisilion shall invoice the Client for the balance of the Order Term at the end of the Order Term.

6.   CHARGES

6.1   The pricing for the Azure Services shall be as set out in the Order but in addition to any other increases permitted under the Agreement are also subject to any increase by Microsoft including its application of any foreign exchange rates, where applicable.

7.   LIMITATION OF LIABILITY

7.1   For the avoidance of doubt, the terms set out in the Customer Agreement govern the rights and responsibilities of the Client and Microsoft in relation to the use of the Azure Services and Cisilion excludes any and all liability in relation to the use of it. All other services which fall outside the Azure Services are governed by the terms of the Agreement and shall take precedence over the terms of the Customer Agreement should any conflict arise over the use of such services.

7.2   Notwithstanding anything to the contrary in the Agreement the Client shall indemnify Cisilion from and against any claims, including but not limited to claim for fees that directly or indirectly arise from the Client's use of the Azure Services or reporting under the Agreement.

8.   TERM AND TERMINATION

8.1   The Client shall purchase its Azure Services from Cisilion for the duration of the Order Term. Termination of any other Services provided under the Agreement shall not terminate or cancel the Azure Services.

8.2   Cisilion shall not be liable whatsoever to the Client following any termination or suspension of the Azure Services for legal, regulatory or any other reason by Microsoft or any Third Party Distributor.