

# Master Services Agreement:

## Annexure R: Service Fees Schedule: Microsoft Azure Services V10-11



This Service Schedule for **Microsoft Azure Services V10-11** (the “Service”) replaces all previously signed/incorporated version(s) of the Service Schedule(s) for Microsoft Azure Services (if any). It forms part of the Master Services Agreement and Master Services Schedule. Its provisions are an integral part of the Master Services Agreement. Unless otherwise defined in this Services Schedule, words and expressions defined in the General Conditions and Master Services Schedule shall bear the same meanings where used in this Service Schedule. In this Service Schedule, the following words and phrases shall have the following meanings unless the context otherwise requires:

### 1. Interpretation

- 1.1. “**Microsoft Azure Services**” or “**Azure Services**” means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/support/legal/sla/> except where identified as licensed separately.
- 1.2. “**Microsoft Azure VM**” or “**Azure VM**” means the virtual machines deployed on the Microsoft Azure Services for which the Customer has subscribed for support from SP.
- 1.3. “**Microsoft Customer Agreement**” means the Agreement that Microsoft uses to convey or provide Microsoft Azure Services to the Customer, a current copy of which is located at <https://docs.microsoft.com/en-us/partnercenter/agreements>, the terms of which are accepted by the Customer and incorporated by reference. The Customer releases SP from any and all liability whatsoever arising out of or in connection with the Azure Services, Microsoft’s provision, management or operation of the Azure Services, and Microsoft’s exercise of its rights in the Microsoft Customer Agreement or Customer’s breach thereof.
- 1.4. “**Reserved Instances**” means a pre-paid, discounted Microsoft Azure virtual machine subscribed for within a distinct region.

### 2. Service Overview

- 2.1. The Service provides access to the following:
  - 2.1.1. To use Azure Services subject to the Microsoft Customer Agreement.

### 3. Azure Services Subscriptions

- 3.1. SP may make an Azure Services Subscription available to the Customer and help the Customer provision the Customer’s Azure account(s).
- 3.2. Default settings shall be applied to the Azure account(s) provisioned by SP on the Customer’s behalf, and SP shall (if necessary) create the Customer’s account.
- 3.3. SP may help the Customer provision the Microsoft Azure Services, and such help may include assistance with the following

tasks:

- 3.3.1. Creating Customer's Microsoft customer account;
- 3.3.2. Verifying Customer's ownership of that account;
- 3.3.3. Provisioning Customer's end-user subscriptions on the Customer's customer account and
- 3.3.4. Activating Customer's end-user subscriptions

## **4. Required Services**

- 4.1. The Customer is required to subscribe to the following:
  - 4.1.1. A Gold Success Plan, or Gold SLA, or a Platinum Success Plan or Platinum SLA; and
  - 4.1.2. A Managed Server Protection Subscription, Reserved Support Services or Pooled Support Services Subscription.
- 4.2. SP's obligation to provide Microsoft Azure Services is contingent on the Customer retaining the default account settings applied by SP and meeting any Configuration Requirements provided to the Customer from time to time.

## **5. Support Services**

- 5.1. The Customer's Managed Server Protection governs the support of Microsoft Azure Services, Reserved Support Services, and Pooled Support Services Subscriptions.
- 5.2. The Customer agrees not to submit support requests directly to Microsoft.
- 5.3. For issues involving the Customer's third-party suppliers and vendors other than Microsoft, SP may identify the issue and assist the Customer by participating in conference calls with the third-party supplier. Still, all communications must be initiated and coordinated by the Customer. The Customer also acknowledges that SP is not liable for services or support provided by or to the Customer's third-party supplier(s).

## **6. Digital Partner of Record**

- 6.1. If the Customer provides the license or subscription for Azure Services, the Customer acknowledges and agrees to designate SP as the Digital Partner of Record (DPOR) during the duration of this Master Services Agreement.

## **7. Agent for Third-Party Software**

- 7.1. SP may agree to install third-party software (for example, from an Azure marketplace) as part of the Services. Where such activity requires accepting an End User License Agreement (or similar terms), the Customer authorizes SP to accept such terms on the Customer's behalf, agrees to be bound by and adhere to such terms, and acknowledges that these terms bind the Customer and not SP.

## **8. Microsoft Azure Services SLA**

- 8.1. The Microsoft Customer Agreement provides Microsoft's service level agreement that Microsoft may update periodically. SP shall provide remedies for service-level violations for those Azure services purchased by the Customer directly through SP. SP may require that the Customer notify the SP of any service level requests by the end of the billing cycle in which the service incident occurred. Customers may not go directly to Microsoft with service-level inquiries or remedy requests. SP shall settle any credits owed under the Microsoft Customer Agreement through a Service Credit defined in the 1.27 Master Services Schedule.

## **9. Subscription Fees**

- 9.1. SP shall charge Customer the current Azure retail rates for Customer's use of the Azure Services.
- 9.2. Where Microsoft charges SP for services in a currency other than Regional Currency, SP shall, in its sole discretion, determine the exchange rate to apply.

9.3. **Azure Consumption**

- 9.3.1. SP shall obtain the Customer's Azure usage and billing information directly from the Customer's Azure account. The fees for the Azure Service shall be based on the Customer's actual Azure Services usage multiplied against Microsoft's pay-as-you-go pricing tables and are subject to change monthly depending on the Customer's actual Azure Services monthly usage.
- 9.3.2. Recurring fees shall be billed monthly in arrears, and any one-time fees may be billed as they are incurred. Because fees are billed in arrears, the Customer may receive invoices for Services up to 60 days after decommissioning a device.
- 9.3.3. SP may continue to bill the Customer after the termination or expiration of this Master Services Agreement.

9.4. **Account Pre-Funding**

- 9.4.1. Since Azure Services are billed in arrears and are subject to variability, SP requires the customer to Pre-Fund the Customer's Azure Account. The Pre-Funding amount is held as a deposit for the duration of the Master Services Agreement.
- 9.4.2. The Customer agrees to be bound by SP's credit vetting procedures. SP may require that the Customer increase the Pre-Funding amount.

## 10. **Changes to the Agreement.**

- 10.1. Notwithstanding anything in the Master Services Agreement to the contrary, SP may change the terms of this Master Services Agreement at any time, effective immediately as required to comply with the reseller agreement between Microsoft and SP or in response to changes made by Microsoft to the reseller agreement between Microsoft and SP.
- 10.2. Changes may include adjustments to the fees applicable to the Services.
- 10.3. Additionally, SP may terminate this agreement and Customer's account immediately if Microsoft determines such termination is necessary to comply with the law or if Microsoft no longer permits the resale of the Microsoft Service.