



Schedule document

Microsoft Azure Foundation Service

Public
Node4 Limited
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This Schedule contains additional terms, service description and Service Level Agreement applicable for Microsoft Azure Foundation Service and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

The Node4 Microsoft Azure Foundation Service provides the Customer with the provision of Customer Azure Account(s) and if required the resale of a subscription to the Azure Service to the Customer.

2. Definitions

In addition to the definitions set out in the General Terms and Conditions, the following definitions shall apply to this Service Schedule:

"Customer Data" means all data, text, sound, video, images and software that are provided to Microsoft or Node4 by the Customer through the use of the Microsoft Azure services.

"Contributor Administrative Privileges" means a role assigned in Microsoft Azure with management rights to Customer Online Services.

"Microsoft Azure Services" or **"Azure VM"** means any Microsoft service and features identified at <https://www.microsoft.com/licensing/docs/customer-agreement> except where identified as licensed separately.

"Microsoft Azure VM" or **"Azure VM"** means the virtual machines deployed on the Microsoft Azure Services of the Customer supported by Node4.

"Microsoft Customer Agreement" means the Agreement that Microsoft uses to convey or provide Microsoft Azure Services to Customer.

"Service Overview" means details and descriptions included in document Node4 Azure Service Overview.

3. Specific Terms

The following terms and conditions shall apply when Node4 provides Microsoft Azure Support to the Customer.

3.1 Microsoft Azure

By entering this Agreement, Customer acknowledges that if Node4 resells the Azure Services to you then your use of those Azure Services is subject to the Microsoft Customer Agreement, a current copy of which is located at: <https://www.microsoft.com/licensing/docs/customer-agreement> and which shall be effective without signature, and this Agreement. Customer releases Node4 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 your breach thereof.

3.2 Partner of record

If the Customer provides own license for the Azure Services, Customer acknowledges and agrees to designate Node4 as either the Digital Partner of Record (DPOR) or allow the assigning of Partner Admin Link privileges during the term of this Agreement.

3.3 Partner Administrative Privileges

Customer consents to providing Node4 with a minimum of Contributor level Administrative Privileges to any Node4 provisioned Microsoft Online Services for the purposes of provisioning, administering and supporting the Online Service. If the Customer terminates these Administrative Privileges, the customer agrees to pay an additional 15% management charge on the monthly Node4 Online Services consumption bill.

3.4 Term

The Agreement shall commence on the Effective Date and shall continue in force for the Initial Term. Upon expiration of the initial term, the Order Form will automatically renew for successive renewal terms of one month each, unless and until a party provides the other with 30 days written notice of non-renewal in advance of the expiration of the Initial or Extended Term.

3.5 Access

Customer acknowledges that if any party accesses Microsoft Azure Service via Customer equipment either with or without Customer's authority and any Fraudulent Activity is made by such party, the

Customer is solely liable to pay the Charges arising in connection with any such Fraudulent Activity.

The Customer agrees to fully reimburse Node4 for any costs incurred by Node4 arising from any such Fraudulent Activity.

Customer accept full responsibility for all charges incurred (payment in arrears) relating to the Microsoft Azure Services resulting from their actions or that of an authorised third party acting on their behalf.

4. Fees

Node4 will charge the current Azure retail rates for Customers use of the Azure Services in addition to a fee for support.

4.1 Fees Azure services

Time Support Required:	Per Hour	Per Day
Mon – Fri Business Hours	£150.00	£1,050.00
Mon – Fri Other Times	£200.00	£1,500.00

5. Provision of services

5.1 Overview

Node4 may resell to you a subscription for the Azure Services and help you to provision your Azure account(s) as detailed in the Service Overview. Default settings will be applied to the Azure account(s) provisioned by Node4 on your behalf, and Node4 will create your Node4 account. Node4 will help you provision the Microsoft Azure Services, and such help may include assistance with the following tasks: (i) creating your Microsoft customer account; (ii) verifying your ownership of that account; (iii) provisioning your end user subscriptions on your customer account; and (iv) activating your end user subscriptions

5.2 Billing and subscription management

Node4 will implement a billing management solution to report on Microsoft Azure usage. Support will also be provided for pricing and subscription requests.

5.3 Break/Fix support

Node4 will provide break/fix support during business hours for Supported Microsoft Azure services as detailed in the Service Overview. Break-fix issues are specifically when a Microsoft Azure Service fails in the normal course of its function and requires intervention by Microsoft or Node4 to be restored to working order. Foundation support is only applicable to the Azure Platform and Services and does not cover individual Azure VM's or Operating Systems.

5.4 Agent for third party software

Node4 may agree to install third party software (for example, from an Azure marketplace) as part of the Microsoft Azure Services. Where such activity requires the acceptance of an End User License Agreement (or similar terms), you hereby authorize Node4 to accept such terms on your behalf, agree to be bound by and adhere to such terms, and acknowledge that you, and not Node4 are bound by such terms. We will notify you via ticket when we accept such terms on your behalf and direct you to a copy.

6. Data privacy

Customer agrees that they are the Controller and primary Processor of Customer Data. Customer consent to the processing of Customer Data in, and the transfer of Customer Data into, the Microsoft regions selected by the Customer. Customer may specify the Microsoft regions in which Customer Data will be stored and accessible by you and your end users. Node4 will not move Customer Data from your selected Microsoft regions without your instructions and without notifying you, unless required to comply with the law or requests of governmental entities. Such Processing of Customer Data is subject to this Agreement and the Microsoft Customer Agreement.

“Controller” means a person or entity that determines the purposes and means of the Processing of PII; (ii) “Processor” means a person or entity that processes PII on behalf of a Controller, as applicable; and (iii) “Processing” or “Process” means any operation or set of operations that is performed upon PII.

Customer warrants that it shall process any Customer Data that includes PII in compliance with all applicable data protection or privacy laws. Customer agrees that if the Microsoft region selected for storing your PII is outside of Customers own country, then it is the Customers obligation to comply with all applicable data protection or privacy law includes an obligation to comply with the law of the country in which the PII is stored.

Customer shall, or Customer shall require its end user(s) to, implement those technical and organisational measures required by the applicable data protection and privacy laws relative to Customers use of the Microsoft Azure Services and the nature and the volume of the PII stored processed through Customers use of Microsoft Azure Services. Customer is responsible for providing any necessary notices to individuals and for obtaining any legally required consent from individuals in relation to our provision of any services to Customer or Customer Processing of any PII.

7. Fault reporting and management

7.1 Fault handling

Faults are handled as outlined in the Incident Management Schedule.

7.2 Time to manage faults

Business hours

Description	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
Faults & Technical Queries Acknowledgement*	30 mins	30 Mins	1 Hour	2 Hours	1 Day
Remedial Actions Commence	1 Hour	2 Hours	4 Hours	12 Hours	N/A

Hours of response is dependent on the Supported Service

All priority 1 & 2 faults should be raised via the tickets system then followed by a phone call.

* *Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.*

** *Remedial action may include escalating the fault to Microsoft Azure Support.*

7.3 Fault duration

All faults recorded by the Service desk System will be reconciled against the corresponding fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical

Support centre and the time when Service is restored.

8. Service credits

Service credits are not available for Foundation Services.

8.1 Microsoft Azure services SLA

The Microsoft Customer Agreement provides a service level agreement from Microsoft to the Customer that may be updated periodically by Microsoft, but remedies for service level violations will be provided by Node4 to Customer. Customer may not go directly to Microsoft with service level inquiries or requests for remedies. Node4 will pay any credits owed under the Microsoft Customer Agreement within sixty days of your request to Node4 for such credits.

Customer is not entitled to a credit under this subsection if the event giving rise to the credit occurred because of the unavailability of Customer Microsoft Azure Services or because of Node4's inability to access your Microsoft account (if such inaccessibility is caused by Customer or Microsoft). Customer is not entitled to a credit if you are in breach of the Agreement (including your payment obligations to Node4) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You must request a credit through your Node4 Account Manger within seven days following the event giving rise to the credit.