

**SCHEDULE J: SERVICE DEFINITION FOR MICROSOFT AZURE SERVICES**

**1. Microsoft Azure Service Description**

Exponential-e shall provide the Customer with a Microsoft Azure subscription, subject to the Customer’s acceptance of Microsoft’s terms and conditions and other contractual documents covering the Microsoft Azure Services available from the Microsoft website including, but not limited to, any applicable Microsoft Cloud Agreement (<https://docs.microsoft.com/en-us/partner-center/agreements> at the time of entering into the Contract), Online Service Terms ([www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts) at the time of entering into the Contract) and any applicable Service Level Agreements ([www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts) at the time of entering into the Contract), collectively the “Microsoft Terms”, through its Microsoft Cloud Services Provider (“CSP”) agreement.

Some Microsoft Azure Services are offered on a Pay-As-You-Go basis whereby the Customer will be able to consume on demand (subject to capacity and applicable Usage Charges) all Microsoft Azure services available through the CSP agreement. Where applicable, this will be stated on the Order Form.

Reserved Instances and other subscription and perpetual licence-based services from Microsoft, are not offered on a Pay As You basis and an Initial Term and Annual Charges will apply as set out on the Order Form.

Where the Customer pays for the RIs on an entirely Non-Recurring Charge basis, the Initial Term shall be considered a fixed term, upon expiry of which, unless re-contracted, the RI shall cease to be provided.

All Microsoft Azure services are defined by Microsoft and the Customer should consult the Microsoft Azure website (<https://azure.microsoft.com/en-gb/services> at the time of entering into the Contract) for full details. Exponential-e will set up the Customer’s tenancy on the Microsoft Azure platform and set up user accounts. In addition to the creation of the Customer’s tenancy and user accounts, Exponential-e will provide the Customer with support as detailed below.

Customer Support

Exponential-e will be the Customer’s first point of contact for all support issues in respect of the Microsoft Azure Services including installation and setup, configuration, general technical usage, and post-deployment break-fix. Exponential-e will escalate issues to Microsoft as deemed necessary by Exponential-e.

Exponential-e’s Service Desk is manned 24 x 7 x 365 by engineers for the reporting of incidents. The Service Desk is aligned to ITIL and industry best practice and underpinned by Exponential-e’s ITIL-based management platform. Details of how to contact the Service Desk will be provided to the Customer upon provision of the Service.

Where Exponential-e becomes aware of a fault with the Microsoft Azure Services, the Customer will be alerted as soon as the Service Desk becomes aware of the fault and an incident ticket has been raised by the Service Desk. If the Customer first detects the fault, it should be reported by telephone or email to the Service Desk.

For all logged incidents a priority will be set in accordance with the following table. The incident priority consists of a combination of two items:

- **Impact** - the importance of the incident to the infrastructure at a technical level.
- **Urgency** - the importance of the incident to the Customer.

For incidents logged to the Service Desk, the impact for the incident will be set by Exponential-e in line with the priority table below. When the Customer raises an incident or wishes to escalate the priority of an incident logged by the Service Desk, the urgency will be defined by the Customer, acting reasonably, after consulting the priority table below. Exponential-e will allow incidents to be escalated by (1) priority level upon reasonable request by the Customer or as deemed reasonable by Exponential-e.

Priority	Description
<b>P1</b>	<p>A critical business service is:</p> <ul style="list-style-type: none"> <li>• non-operational, thus impacting the Customer organisation, multiple users or multiple sites; or</li> <li>• subject to severe functional error or degradation affecting production, demanding immediate attention.</li> </ul> <p>Business impact is high, with immediate financial, legal or reputational impact.</p>

Priority	Description
<b>P2</b>	<p>The Customer or Service is experiencing:</p> <ul style="list-style-type: none"> <li>• failure or performance degradation that severely impairs operation of a critical business service; or</li> <li>• failure or degradation, although a workaround may exist;</li> <li>• degradation or loss of functionality; or</li> <li>• degradation that impacts a significant number of users or a whole site.</li> </ul> <p>Business impact is high.</p>
<b>P3</b>	<p>The Customer is experiencing a problem that causes moderate business impact. The impact is</p> <ul style="list-style-type: none"> <li>• limited to a single user or a small group of users; or</li> <li>• moderate, not widespread;</li> <li>• Non-existent.</li> </ul> <p>Business risk is low.</p>
<b>P4</b>	<ul style="list-style-type: none"> <li>• Standard service request (e.g. User Guidance) or updating of documentation.</li> <li>• Low or minor localised impact.</li> </ul>

In addition, any service level claims that the Customer wishes to make in respect of the Microsoft Azure Services under the Microsoft Terms should in the first instance be submitted to Exponential-e, for onward processing by Microsoft. In the event of any payments being made to Exponential-e by Microsoft in respect of such claim, Exponential-e shall apply the same to the Customer's account.

The above support is included within the Charges for the Service.

## **2. Rate Card**

Usage Charges for Microsoft Azure Services will be billed at the then-current rates advertised by Microsoft (at time of entering into the Contract located in the following location: <https://azure.microsoft.com/en-gb/pricing>.) Where Exponential-e is provided with charges from Microsoft in a non-sterling denomination Exponential-e will convert those charges into pounds sterling based upon Microsoft's designated exchange rate for the invoiced period (such rates are provided By Microsoft on a monthly basis).

## **3. Terms and Conditions for Microsoft Azure Services**

- 3.1 Exponential-e will ensure that the Customer's subscription for the Microsoft Azure Services is activated through the creation of the Customer's tenancy and the setting up of the user accounts. Save as set out in the Customer Support section of the Service Description above, this is Exponential-e's sole responsibility in respect of the Microsoft Azure Services. The Customer acknowledges and agrees that the Microsoft Azure Services will be provided directly to the Customer by Microsoft and that sole responsibility for the provision of the Microsoft Azure Services (and any additional support required in respect thereof) lays with Microsoft and that Exponential-e has no responsibility for, and shall have no liability to the Customer in respect of, the provision (or not) and/or the additional support (or not) of the Microsoft Azure Services. Exponential-e makes no representations, conditions or warranties with respect to the Microsoft Azure Services. Exponential-e does not act in any way as an agent or representative of Microsoft.
- 3.2 The following clauses of the General Terms shall not apply in respect of Microsoft Azure Services: Clause 3 (Customer Site Access), Clause 9 (Risk, Title and Warranty).
- 3.3 With the exception of Sub-clause 2.1, Clause 2 (Ordering, Service Provision and Acceptance) of the General Terms does not apply to the Microsoft Azure Services.
- 3.4 With the exception of Sub-clause 6.6, Clause 6 (Exponential-e's Obligations and Warranties) of the General Terms does not apply to the Microsoft Azure Services.
- 3.5 With the exception of Sub-clause 7.6, Clause 7 (Customer Obligations and Warranties) of the General Terms does not apply to the Microsoft Azure Services.

- 3.6 With the exception of Sub-clause 8.2, Clause 8 (Staff and Contractors) of the General Terms does not apply to the Microsoft Azure Services.
- 3.7 The Customer acknowledges that:
  - 3.7.1 No service level agreements are provided by Exponential-e in respect of the Microsoft Azure Services; and
  - 3.7.2 No commitments or remedies regarding security of, or intellectual property rights in, the Microsoft Azure Services are provided by Exponential-e; and
  - 3.7.3 Data stored within the Microsoft Azure Services is not Stored Data and Exponential-e shall have no liability under the Contract in respect of loss or corruption thereof.
- 3.8 The Customer shall be liable to pay Exponential-e the Charges due in respect of the Microsoft Azure Service as per the General Terms. All billing matters are strictly between the Customer and Exponential-e, with no involvement of Microsoft.
- 3.9 By signing the Order Form the Customer confirms their acceptance of the Microsoft Terms. The date of acceptance of the Microsoft Terms will be regarded as the date on which the Order Form is signed. The Customer hereby authorises Exponential-e to confirm to Microsoft that the Microsoft Terms have been accepted by the Customer and provide any requested details of such acceptance required by Microsoft, to Microsoft.
- 3.10 Exponential-e reserves the right to terminate the provision of the Microsoft Azure Services if instructed to do so by Microsoft or if any time Microsoft withdraws Exponential-e's authorisation to provide the Microsoft Azure Services to the Customer.
- 3.11 The Customer acknowledges and agrees that Exponential-e may provide contact and account details for the Customer to Microsoft to allow Microsoft to contact the Customer about the Microsoft Azure Services.
- 3.12 The Customer acknowledges that Exponential-e is obliged to report any known or suspected violation of the Microsoft Terms by the Customer, to Microsoft and agrees to the reporting of the same by Exponential-e to Microsoft.
- 3.13 The Customer shall implement any measures required by Microsoft in regard to access to Microsoft services, including, where applicable, multi-factor authentication requirements.
- 3.14 Clause 12.6 (Termination Payment) of the General Terms shall not apply in respect of the Microsoft Azure Reserved Instances or other Azure services not available on a Pay As You Go basis, however, Exponential-e reserves the right to pass on any early termination charges levied on it by Microsoft in the event of termination of the Reserved Instances or other Azure services not available on a Pay As You Go basis by the Customer, other than for cause. The Customer may be able to avoid paying the RIs cancellation charge(s) that are normally charged by Microsoft by replacing the remainder of the RIs charges with new services consumed via Microsoft Azure Services. Exponential-e will advise the Customer of the available options to cancel RIs on request from the Customer.

#### **4. Data Processing**

To the extent that Exponential-e Processes Customer Personal Data pursuant to the Contract, Clauses 10.14 to 10.22 (inclusive) of the General Terms will apply in respect of that Processing.

With respect to Processing of Customer Personal Data by Microsoft and/or through the provision and/or use of the Microsoft Azure Services, the Customer is referred to the Microsoft Terms for relevant terms. For the avoidance of doubt, Microsoft will be a Processor of Customer Personal Data pursuant to the Microsoft Terms; not a Sub-Processor to Exponential-e.