

Master Services Agreement:

Annexure R: Service Fees Schedule: Microsoft Azure Services V10-13



This Service Schedule for **Microsoft Azure Services V10-13** (the "Service") replaces all previously signed/incorporated versions of the Service Schedules 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 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"** refers to a pre-paid, discounted Microsoft Azure virtual machine that is subscribed to within a distinct region.
- 1.5. **"Engagement Types"**.
 - 1.5.1. SP offers three service tiers for Azure Professional Services engagements (Type 1, Type 2, Type 3), each adhering to best practices but varying in the scope of activities and depth of deliverables. Unless otherwise specified, all Azure professional services engagements will be designated as Type 1
 - 1.5.1.1. **Type 1** refers to engagements that are optimised for speed and cost.
 - 1.5.1.2. **Type 2** refers to engagements with more comprehensive documentation and WAF engagement.
 - 1.5.1.3. **Type 3** refers to engagements with the most extensive deliverables and more formal processes.

2. Service Overview

- 2.1. The Service provides the Customer with access to use Microsoft Azure Services ("Azure Services") subject to the Microsoft Customer Agreement. In addition, SP offers a suite of optional management, migration, and optimisation services, as detailed in this schedule, to help the customer maximise the value of their cloud investment.

3. SP's Microsoft Partnership and Expertise

- 3.1. SP is a Microsoft partner holding Advanced Specialisations for Infrastructure and Database Management. These credentials verify SP's deep technical knowledge, extensive experience, and proven success in deploying and managing Microsoft Azure solutions according to Microsoft's highest standards.
- 3.2. For qualifying strategic projects, SP may also conduct Microsoft-collaborated engagements (MCI), which involve working directly with Microsoft's own engineering and solution teams. This qualification provides the Customer with unparalleled access to product expertise and strategic guidance, ensuring solutions are aligned with Microsoft's best practices and future roadmap.

4. Azure Services Subscriptions

- 4.1. SP may make an Azure Services Subscription available to the Customer and assist the Customer in provisioning their Azure account(s).
- 4.2. Default settings shall be applied to the Azure accounts provisioned by SP on the Customer's behalf, and SP shall (if necessary) create the Customer's account.
- 4.3. SP may help the Customer provision the Microsoft Azure Services, and such help may include assistance with the following tasks:
 - 4.3.1. Creating a Customer's Microsoft account;
 - 4.3.2. Verifying the Customer's ownership of that account;
 - 4.3.3. Provisioning the Customer's end-user subscriptions on the Customer's customer account and
 - 4.3.4. Activating the Customer's end-user subscriptions

5. Required Services

- 5.1. The Customer is required to subscribe to the following:
 - 5.1.1. An appropriately sized Success Plan
 - 5.1.1.1. The Customer is required to subscribe to an active Silver, Gold, or Platinum Success Plan throughout their consumption of Microsoft Azure services.
 - 5.1.1.2. The subscribed Success Plan must be sized appropriately to cover the Customer's total monthly Azure consumption. The combination of the Base Subscription and the number of Add-on subscriptions purchased determines the total size.
 - 5.1.1.3. The calculation for the required number of Scale Units based on Azure spend is governed by the fee calculation rules and SKU definitions set out in the Master Services Schedule (Annexure A) and its corresponding Service Fees Schedule (Annexure A1).
 - 5.1.2. A Managed Server Protection Subscription, Reserved Support Services or Pooled Support Services Subscription.
- 5.2. 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.

6. Support Services

- 6.1. The Customer's Managed Server Protection governs the support of Microsoft Azure Services, Reserved Support Services, and Pooled Support Services Subscriptions.
- 6.2. The Customer agrees not to submit support requests directly to Microsoft.
- 6.3. 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).

7. Digital Partner of Record

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

8. Agent for Third-Party Software

- 8.1. 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 authorises 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.

9. Advanced Infrastructure Management

- 9.1. In addition to standard support, SP offers advanced management of the customer's Azure environment, utilising Infrastructure as Code (IaC) principles. This service is designed for customers seeking automated, repeatable, and version-controlled infrastructure deployments. The scope and fees for these services will be detailed in a separate Professional Services engagement or a dedicated Service Addendum, and may include.
- 9.1.1. Azure DevOps Management: Management of Azure resources, CI/CD pipelines, and application deployments through Azure DevOps environments.
- 9.1.2. Terraform Management: Provisioning and managing the lifecycle of Azure infrastructure using HashiCorp Terraform.

10. Professional Services for Cloud Adoption and Optimisation

- 10.1. SP offers project-based professional services to assist Customers with every stage of their cloud journey. These engagements are quoted separately and are governed by a distinct Statement of Work (SOW). Key offerings include:
- 10.1.1. Cloud Onboarding and Migration: A project-based service leveraging our proven migration methodologies and specialised expertise to plan and execute the migration of existing infrastructure and applications to Microsoft Azure.
- 10.1.2. Well-Architected Framework Review: Delivered by consultants certified under our Microsoft Advanced Specialisation, this engagement provides a comprehensive review of a Customer's Azure workload against the five pillars of the WAF. The engagement delivers a detailed report with actionable recommendations.
- 10.1.3. FinOps and Cost Management: A dedicated service focused on implementing FinOps principles to provide visibility, accountability, and optimisation of the Customer's Azure spend.

11. Azure Specific Ownership and Intellectual Property Rights

11.1. SP Intellectual Property

- 11.1.1. SP shall retain all rights, title, and interests in and to its pre-existing intellectual property and any intellectual property developed or utilised by SP during the performance of services, including, but not limited to, its proprietary methodologies, migration strategies, assessment frameworks, automation scripts, software tools, templates, documentation, processes, know-how, trade secrets, and best practices (collectively, "Provider IP"). Nothing in this document grants the Customer identified in this SoW (the "Customer") any ownership rights in the Provider IP.

11.2. Limited License to Deliverables

- 11.2.1. SP grants the Customer a limited, royalty-free, non-exclusive, non-transferable license. This license permits the Customer to use the specific reports, configuration guides, plans, and other tangible deliverables provided in Azure Statements of Work ("Deliverables") solely for its internal business operations related to its Azure environment, but only during the active term of the Subscriptions governing SP's management and support of the Customer's Azure environment. This license does not permit

the Customer to resell, sublicense, distribute, or otherwise commercialise the Deliverables or the underlying Provider IP.

11.3. License Termination

- 11.3.1. The license granted in clause 11.2.1 shall commence upon delivery of the Deliverables and full payment. It shall automatically terminate immediately upon the expiration or termination (for any reason) of the Subscriptions governing SP's management and support of the Customer's Azure environment. Upon termination of this license, the Customer shall immediately cease all use of the Deliverables and, upon SP's request, certify the return or destruction of all materials containing Provider IP.

12. Microsoft Azure Services SLA

- 12.1. The Microsoft Customer Agreement outlines Microsoft's service level agreement, which is subject to periodic updates.
- 12.2. SP shall provide remedies for service-level violations for those Azure services purchased by the Customer directly through SP.
- 12.3. 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.
- 12.4. Customers should not contact Microsoft directly with service-level inquiries or requests for remedies. SP shall settle any credits owed under the Microsoft Customer Agreement through a Service Credit defined in the 1.27 Master Services Schedule.

13. Subscription Fees

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

13.3. Azure Consumption

- 13.3.1. 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.
- 13.3.2. 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.
- 13.3.3. SP may continue to bill the Customer after the termination or expiration of this Master Services Agreement.

13.4. Account Pre-Funding

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

14. Changes to the Agreement.

- 14.1. 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.
- 14.2. Changes may include adjustments to the fees applicable to the Services.
- 14.3. 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.