



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 Client with the provision of Client Azure Account(s) and if required the resale of a subscription to the Azure Service to the Client.

2. Definitions

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

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

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

"Incident" means an unplanned interruption to a service or a reduction in service quality

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

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

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

"Service Desk" means the single point of entry for all Service Tickets and Service Requests which can be accessed over the phone, by email or via our portal.

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

"Service Ticket" means the tickets which are raised in relation to Incident or Service Request

3. Specific Terms

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

3.1 Microsoft Azure

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

3.2 Partner of record

If the Client provides own license for the Azure Services, Client acknowledge and agree 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

Client 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 Client terminates these Administrative Privileges, the Client 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

Client acknowledges that if any party accesses Microsoft Azure Service via Client equipment either with or without Clients authority and any Fraudulent Activity is made by such party, the Client is solely liable to pay the Charges arising in connection with any such Fraudulent Activity.

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

Client 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 Clients 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 Client account;(ii) verifying your ownership of that account; (iii) provisioning your end user subscriptions on your Client 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 Service Ticket when we accept such terms on your behalf and direct you to a copy.

6. Data privacy

Client agrees that they are the Controller and primary Processor of Client Data. Client consent to the processing of Client Data in, and the transfer of Client Data into, the Microsoft regions selected by the Client. Client may specify the Microsoft regions in which Client Data will be stored and accessible by you and your end users. Node4 will not move Client 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 Client Data is subject to this Agreement and the Microsoft Client 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.

Client warrants that it shall process any Client Data that includes PII in compliance with all applicable data protection or privacy laws. Client agrees that if the Microsoft region selected for storing your PII is outside of Clients own country, then it is the Clients

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.

Client shall, or Client shall require its end user(s) to, implement those technical and organisational measures required by the applicable data protection and privacy laws relative to Clients use of the Microsoft Azure Services and the nature and the volume of the PII stored processed through Clients use of Microsoft Azure Services. Client 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 Client or Client Processing of any PII.

7. Incident management

7.1 Incident handling

Incidents are handled as outlined in the Incident Management Schedule Document.

7.2 Hours of support

Support is provided during standard business hours support 9am to 5.30pm week days, excluding bank and national holidays

7.3 Incident priority

Each new Incident will be assigned a priority level by the Service Desk based on the following definitions. These levels allow us to prioritise resources and escalate where appropriate.

Priority	Description
1 - Critical	A major Incident resulting in total loss of service.
2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 - Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 - Low	General, single user with degraded service, non-service affecting support.
5 - Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.

7.4 Time to commence actions

Node4 aims to commence actions in relation to the Microsoft Azure Foundation services within the following times

Priority	P1	P2	P3	P4
Response / Queries Acknowledgement	30 Mins	1 Hour	2 Hours	4 Hours
Commencement of Action	1 Hour	2 Hours	4 Hours	12 Hours

Hours of response is dependent on the Supported Service

All priority 1 & 2 Incidents should be raised via Service Desk system by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Client is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

** 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 Incident to Microsoft Azure Support.*

7.5 Incident duration

All faults recorded by the Service desk System will be reconciled against the corresponding Service Ticket raised by the Service Desk. The exact Incident duration will be calculated as the elapsed time between the Service Ticket being opened to 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 Client Agreement provides a service level agreement from Microsoft to the Client that may be updated periodically by Microsoft, but remedies for service level violations will be provided by Node4 to Client. Client may not go directly to Microsoft with service level inquiries or requests for remedies. Node4 will pay any credits owed under the Microsoft

Client Agreement within sixty days of your request to Node4 for such credits.

Client is not entitled to a credit under this subsection if the event giving rise to the credit occurred because of the unavailability of Client Microsoft Azure Services or because of Node4's inability to access your Microsoft account (if such inaccessibility is caused by Client or Microsoft). Client 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.