



CLOUD SERVICES SERVICE SCHEDULE

1. Applicability

This Cloud Services Schedule (“Schedule”) is applicable only to the Liquid Master Services Agreement (**MSA**) (as defined below) and the **COF** (as defined below) for the purchase of the Microsoft Services, which have been signed by the Customer and Liquid Intelligent Technologies.

2. Definitions

2.1. Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the MSA or the COF.

2.2. Any capitalised terms not defined in this Schedule shall have the meaning ascribed thereto in the MSA.

2.3. For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

2.3.1. **“Business Day”** means a day other than Saturday or Sunday, or a proclaimed public holiday officially recognised as such in the country where the Customer uses the Services;

2.3.2. **“Business Hours”** means period between 08:00am and 17:00 pm on any given Business Day in the country where the Customer uses the Services;

2.3.3. **“COF”** means the confirmation order form or service order form that shall be signed or has been signed by the Customer;

2.3.4. **“Software licensing”** refers to Microsoft Cloud Solution Provider (“CSP”) on-premises subscription-based software licensing of Microsoft’s desktop tools, infrastructure services and productivity servers. The licensing is available on an annual or 3-year subscription period.

2.3.5. **“Perpetual licensing”** refers to Microsoft CSP on-premises software licensing of Microsoft’s desktop tools, infrastructure services and productivity servers. Licensing is available on a once-off upfront payment and may be utilised in perpetuity.

2.3.6. **“Cloud Licensing”** refers to all Microsoft CSP licensing falling under Microsoft 365, Dynamics 365, Power Platform, and Enterprise and Mobility that is licensed for use in the cloud and on-premises hardware.

2.3.7. **“Customer”** shall have the meaning ascribed thereto in the COF;

2.3.8. **“Customer Specific Services”** means any Services where (i) the Customer has imposed any specific requirements that result in an increase to Liquid Intelligent Technologies of the cost of providing such Services, including but not limited to medium, delivery route, technology specifications, non-standard service levels or a third party that Liquid Intelligent Technologies is obliged to utilise; (ii) any Service that originates from and/or terminates at an

international location; or (iii) any service that forms part of a group of services linked together by Liquid Intelligent Technologies for feasibility purposes; and/or which are classified as 'non-standard' in the relevant COF;

- 2.3.9. **“Liquid Intelligent Technologies”** means the relevant Liquid Intelligent Technologies Affiliate in the country of service provision and identified on the COF;
- 2.3.10. **“Liquid Master Services Agreement”** or **“MSA”** means the master services agreement (or in certain countries the cloud support services agreement) between Liquid Intelligent Technologies and the Customer;
- 2.3.11. **“Microsoft Customer Agreement”** means the customer agreement between Microsoft and the Customer;
- 2.3.12. **“Perpetual licensing”** refers to Microsoft CSP on-premises software licensing of Microsoft’s desktop tools, infrastructure services and productivity servers. Licensing is available on a once-off upfront payment and may be utilised in perpetuity;
- 2.3.13. **“Self-subscription”** means an arrangement where the Customer purchases or varies its access to Azure products;
- 2.3.14. **“Services”** means collectively the Microsoft 365, Microsoft Dynamics 365, Microsoft Power Platform, Azure services and other online services as set out in this Schedule.
- 2.3.15. **“Service Credits”** means the credits due to the Customer for unscheduled Service Downtime calculated in accordance with clause 4.6.
- 2.3.16. **“Service Downtime”** means unscheduled Service Downtime as stipulated in the relevant COF read in conjunction with clause 4.3 below.
- 2.3.17. **“Service Fees”** means the charges for the licences as set out in the COF;
- 2.3.18. **“SHF”** means the service hand over form issued by Liquid Intelligent Technologies to the Customer after Liquid Intelligent Technologies has completed the installation and testing of the Service, or any variation of Service, as the case may be;
- 2.3.19. **“Subscription Term”** means the length of the subscription agreement as set out in the COF.
- 2.3.20. **“Software licensing”** refers to Microsoft Cloud Solution Provider (“CSP”) on-premises subscription-based software licensing of Microsoft’s desktop tools, infrastructure services and productivity servers. The licensing is available on an annual or 3-year subscription period.

2.3.21. **“Subscription Downgrade/Upgrade”** means switching the current subscription license to a license with less/more features and/or lower/higher price.

2.3.22. **“Usage based billing”** means billing based on how much the customer “uses” the product or service in order to create a dynamic bill for the customer based on usage.

3. Service Description

3.1. The term “Microsoft Dynamic 365 services” refers to unification of Microsoft Dynamics 365 customer relationship management (“CRM”) and enterprise resource planning (“ERP”) capabilities to deliver new applications to help manage specific business functions.

3.2. The term “Azure services” refers to cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centres offered through Liquid Intelligent Technologies.

3.3. This service schedule applies to all Microsoft 365, Office 365, Dynamics 365, Azure and other Microsoft CSP offers and supporting services purchased directly from Liquid Intelligent Technologies as set out in the relevant COF. The Customer should note that these services, may be enhanced, updated, amended and/or upgraded from time to time.

4. Service Levels

4.1. The Customer should be aware that all aspects relating to the Service Level in respect of this Service, shall be dealt with exclusively under and in terms of the relevant Microsoft Customer Agreement.

4.2. Further, the Customer should be aware that all information and formula set out under this clause 4 is subject to any changes and or amendments that may be notified and effected by the Microsoft Customer Agreement.

4.3. “Service Downtime” as defined in the relevant COF, is broken down per service.

CLOUD SERVICE	QUALIFICATIONS OF DOWNTIME
Exchange Online	Any period of time when users are unable to send or receive email with Outlook Web Access. There is no Scheduled Downtime for this service.
Online archiving	Any period of time when users are unable to access the email messages stored in their archive. There is no Scheduled Downtime for this service.
Exchange online protection	Any period of time when the network is not able to receive and process email messages. There is no Scheduled Downtime for this service.

Microsoft Teams	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.
Office 365	Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.
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OneDrive for Business	Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.
Office Online	Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.
Teams	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings. ¹
AD Domain services	The total accumulated minutes during a billing month for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.
Azure Container Instances	The total number of minutes within Maximum Available Minutes that have no Connectivity
Azure Database for MySQL	The total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code
Backup Service	The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

- 4.4. Microsoft 365 subscriptions come with a guaranteed amount of uptime and the details thereof are set out in an agreement between the Customer, and Microsoft and is available at <https://www.microsoft.com/licensing/docs/customeragreement>.
- 4.5. Liquid Intelligent Technologies reserves the right to reference Service Downtime as ascribed by Microsoft for all purposes and intent thereby overriding any such description in omission as per this Schedule.
- 4.6. Service Availability
- 4.6.1. Liquid Intelligent Technologies shall calculate, on a monthly basis, the Service Downtime in accordance with the applicable Microsoft SLA available at <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>. The duration of such Service Downtime shall be used to determine any Service Credits that the Customer shall be entitled to.
5. Exchange Rate Fluctuations
- 5.1. Charges are based on pricing in US Dollars. Where Liquid Intelligent Technologies agrees to pricing and payment in any other currency, it will apply its acquisition exchange rate applicable at the time of invoice.
6. Fault Reporting and escalation procedures are as defined at <https://liquidcloud.africa/support>
7. Provision of Service
- 7.1. Liquid Intelligent Technologies shall make provision for any and all aspects pertaining to the enablement of the Customer's contracted Services:
- 7.1.1. Restricted to the platform from which the Services are run and
- 7.1.2. Excluding any individual end user and/or mailbox creation.
- 7.1.3. Excluding license provisioning in the Microsoft tenant.
- 7.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Services.
- 7.3. If applicable, within 72 (seventy-two) hours of completing the installation for the applicable Service, Liquid Intelligent Technologies will issue a SHF containing essential information required to configure and use the Service as well as the Service Identity Number ("Service ID"). The Service ID shall be used in all interactions with Liquid Intelligent Technologies regarding the Service and shall be set out in the COF.
- 7.4. The Customer shall then conduct acceptance tests on the newly provided Service for a period of 2 (two) Business Days following receipt of the SHF.

- 7.4.1. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Liquid Intelligent Technologies of such fault in writing within 5 (five) Business Days following receipt of the SHF.
- 7.5. The Customer may only reject a Service on the basis that the agreed technical specifications as set forth in the COF have not been met, subject to notification as per paragraph 7.5 above.
- 7.6. If the Customer notifies Liquid Intelligent Technologies of its non-acceptance within the timeframe set out in paragraph 7.5 above, further tests of the Service shall be conducted and a new/revised SHF shall be provided to the Customer within 5 (five) Business Days.
- 7.7. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within 2 (two) Business Days following receipt of the SHF in accordance with paragraph 7.7 above.
- 7.8. Subscriptions will automatically be renewed on the Subscription Term basis unless the Customer provides notice of termination at least 30 (thirty) days prior to the renewal date. Renewal pricing will be based on the current pricing at the time of the renewal Subscription.
8. The Customer hereby accepts all terms and conditions set out in the Microsoft Customer Agreement.
9. Service Terminations – Early Termination Costs

The termination fee payable by the customer for terminating Services which are specified as Customer Specific Services in the relevant COF, shall be calculated as at the termination date and shall be equal to 100% (one hundred per cent) of the MRC for the remainder of the Subscription Term thereof.

10. Additional terms and conditions relating to Microsoft Subscription

10.1. Subscription license count change

10.1.1. Customer may increase the number of licenses under their subscriptions at any time to the highest number of licences permitted by Microsoft with respect to a specific product. Charges will be pro-rated based on the day of license order.

10.1.2. Customer may only decrease the number of licenses under their subscriptions at the time of their subscription term renewal. Fourteen (14) days notification before the subscription renewal is required to be sent by the Customer to Liquid Intelligent Technologies requesting the specific subscription licence count adjustment.

10.2. Cloud Subscription License Upgrades and Downgrades.

10.2.1. Customer may upgrade their subscriptions at any time. Charges will be prorated based on the day of license order.

10.2.2. Customer may only downgrade their subscriptions at the time of their subscription term renewal. Fourteen (14) days notification before the subscription renewal is required to be sent by the Customer to Liquid Intelligent Technologies requesting the specific subscription downgrade.

11. Cloud Licensing Cancellation

Customer can cancel a cloud licensing subscription purchase within 5 days of the purchase date. If Customer cancels within this first 5-day period, Customer will be charged a prorated early termination fee. After 5 days, Customer can no longer cancel a purchase.

If Microsoft advises on any cancellation fees payable, Customer will be obligated to pay the cancellation charges. Where Microsoft agrees to a credit, a credit note will be issued to the Customer in the next billing cycle on any prorated credit amount.

12. Software Licensing and Perpetual Licensing Cancellation

Customer can cancel a software subscription purchase within 5 days of the purchase date. If Customer cancels within this first 5-day period, Customer will be charged a prorated early termination fee. After 5 days, Customer can no longer cancel a purchase.

Customer can cancel a perpetual software subscription purchase within 21 days of the purchase date. If Customer cancels within this 21-day period, Customer will not be charged an early termination fee. After 21 days, Customer can no longer cancel a purchase.

Cancellation requires ticket to be raised with Microsoft setting out reasons for the cancellation. If Microsoft advises on any cancellation fees payable, Customer will be obligated to pay the cancellation charges. Where Microsoft agrees to a credit, a credit note will be issued to the Customer in the next billing cycle on any prorated credit amount.

13. Billing and Payment for Services relating to Microsoft Azure services

13.1. All figures quoted are, unless otherwise stated, estimated values. Actual billing may vary based the consumption and or usage of the products and services. The more accurate the initial information, the more accurate the estimated costs will be, however month to month billing may still vary.

13.2. As an example: a service which is billed hourly may, in February generate up to 672 Hours of usage (24 Hours X 28 Days) However the same product used in March may generate up to 744 Hours (24 Hours X 31 Days). The billing in the month with more hours of usage will therefore be more than that in the month with fewer hours of usage.

- 13.3. If the service is provisioned part way through or is turned off for a period during a billing period, this can affect the hours consumed for that period. Storage is charged for regardless of whether the relevant services are running.
- 13.4. Any services added over and above what is specified in the Azure estimated figures will be charged for based on said services billing parameters (Per User, GB, Hour, Month etc.). If Customer is unsure of the costs related to running a service on Azure, please contact Supplier for an estimate.
- 13.5. Customer will be billed for not only the Services arising from a COF but also for Services arising from Self-subscription.

[Signature blocks appear on the next page.]

FOR CUSTOMER

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness _____

Witness _____

FOR LIQUID INTELLIGENT TECHNOLOGIES

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness _____

Witness _____