

# Schedule 4 - Cloud, Microsoft and SaaS Supply Terms

Version: Standard Website Terms

## 1. Application and Scope

1.1 This Schedule applies where the Order Form includes Microsoft 365, Azure, Power Platform, third-party SaaS, hosted productivity tools, cloud subscriptions, app licences, cloud storage, cloud security platforms, hosted management portals or similar cloud-delivered services.

## 2. Vendor Terms and Provisioning

2.1 The Customer authorises the Company to provision, assign, remove, modify, renew, administer and, where applicable, act as delegated administrator or reseller in relation to the relevant cloud services.

2.2 All such services are subject to the relevant vendor terms, service descriptions, product use rights, billing rules, technical limitations and change notices.

2.3 The Company may rely on vendor portals, delegated access, APIs and self-service systems when provisioning and supporting the Services and shall not be liable for any vendor-side defect, outage, delay, withdrawal or platform error.

## 3. Commitments, Seat Changes and Billing

3.1 Cloud subscriptions may be supplied on a monthly, annual paid monthly, annual prepaid, cotermed, multi-year, consumption-based or other vendor-approved basis as stated in the Order Form.

3.2 Committed term subscriptions, including New Commerce Experience style commitments or similar vendor programmes, are non-cancellable, non-reducible and non-refundable during the committed term except to the extent the relevant vendor expressly permits otherwise.

3.3 Month-to-month or flexible subscriptions may nevertheless be subject to billing cut-off dates, minimum notice periods, current-month charging and vendor processing rules. Reductions or cessations shall take effect only from the next date permitted by the vendor and the Company's billing process.

3.4 Seat increases, licence additions, workload activations, storage increases, usage-based services and consumption-based services may be billed from the date of activation or first use. Co-termining, anniversary alignment or mid-cycle changes may result in pro-rated, catch-up or partial-period charges.

3.5 The Customer is responsible for promptly notifying the Company of licence reductions desired at the end of any committed term. Where the Customer fails to do so, the Company may renew licences and commitments in accordance with vendor rules and the Agreement.

3.6 The Customer acknowledges that any subscription end date, renewal date, anniversary date, billing date or term displayed within a vendor portal, tenant, admin centre or third-party platform may differ from the Minimum Term, Renewal Term or commercial commitment agreed between the Customer and the Company due to coterminosity, migration, transition, anniversary alignment, promotional mechanics, vendor billing rules, partial-term provisioning, internal restructuring, takeover of an existing tenant or other administrative or technical reasons. Any such displayed vendor date shall not amend, shorten, cancel, rescind or override the Customer's contractual commitment to the Company unless the Company expressly agrees otherwise in writing.

## 4. Support Boundaries and Customer Responsibility

4.1 The Company's support obligations in relation to cloud services are limited to the administrative, reseller, managed or support services expressly included in the Order Form. Direct vendor support may be required for certain incidents, bugs, code defects, roadmap items or platform outages.

4.2 Unless expressly included in a managed service, the Customer remains responsible for tenant architecture, permission design, security configuration, retention settings, classification, legal hold, archive strategy, backup, app governance, data quality and user adoption.

4.3 AI-generated outputs, analytics outputs, automation outputs and configuration recommendations provided through cloud tools or by the Company in connection with cloud services may be incomplete or inaccurate and remain subject to Customer review and validation.

4.4 Where the Company provides recurring support for Power BI, Power Apps, Power Automate, custom workflows, integrations or similar platform configurations, that support is limited to the scope, environments, connectors and support hours expressly stated in the Order Form and does not include unlimited enhancement, redesign, debugging of third-party code or remediation of undocumented legacy logic unless expressly agreed.

## 5. Suspension, Change and Withdrawal

5.1 The Company may suspend or restrict cloud services where the vendor suspends the relevant tenant, subscription, app, user or workload, or where the Customer breaches vendor terms, payment obligations, security requirements or acceptable use rules.

5.2 The Company may migrate the Customer to successor products, licensing models, support models or billing arrangements where required by a vendor, provided that the Company gives reasonable notice where practicable.

## **6. Exit and Data**

6.1 The Customer is responsible for exporting, archiving or migrating its data before termination or expiry of the relevant cloud services.

6.2 The Company shall have no obligation to retain customer data stored in a third-party cloud platform after the earlier of: (a) termination of the relevant Service; and (b) expiry of the vendor's applicable retrieval or grace period.