



**LIQUID**

**CLOUD & CYBER SECURITY**

# **CLOUD SERVICES SCHEDULE**

[www.LiquidC2.africa](http://www.LiquidC2.africa)

## 1. Applicability

- 1.1. This Cloud Services Schedule (“**Schedule**”) is applicable only to the Liquid Master Services Agreement and the COF (as defined below) for the purchase of the Services, which have been signed by the Customer and Liquid.
- 1.2. Liquid may update these terms and conditions at any time. Any such updated terms and conditions will apply for any renewal of the Services. The Customer’s continued use of the Services confirmed the Customer’s acceptance to be bound by the latest terms and conditions.
- 1.3. Where someone other than the Customer purchases the Services on behalf of the Customer, that person is deemed to have authority to accept these terms and conditions for the Customer.

## 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 Central African Time (CAT) on any given Business Day in the country where the Customer uses the Services;
  - 2.3.3. “**Charges**” means all charges payable by the Customer to Liquid for the licences and/or Services, as set out in the COF and this Schedule;
  - 2.3.4. “**COF**” means the confirmation order form or service order form that shall be signed or has been signed by the Customer;
  - 2.3.5. “**Contract Term**” means the duration of the Services as set out in the COF;
  - 2.3.6. “**CSP**” means Liquid as the Microsoft Cloud Solution Provider;
  - 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 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 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 for feasibility purposes; and/or which are classified as 'non-standard' in the relevant COF;
  - 2.3.9. “**Liquid**” means Liquid Telecommunications Operations Limited trading as Liquid Intelligent Technologies, including any Affiliate in the country of service as 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 and the Customer;

- 2.3.11. **"Microsoft Customer Agreement"** means the customer agreement between Microsoft and the Customer published by Microsoft at <https://www.microsoft.com/licensing/docs/customeragreement>;
- 2.3.12. **"Permitted Users"** means employees, directors or contractors of the Customer specifically permitted to use the Services as set out in the relevant COF and/or the Azure resources deployed within the Customer environment, where applicable.
- 2.3.13. **"Perpetual License"** means the Microsoft CSP on-premises license to use and access Microsoft's desktop tools, infrastructure services and productivity servers, which may be used in perpetuity;
- 2.3.14. **"Scheduled Downtime"** means the total amount of time during which the Customer is not able to access the Services due to planned maintenance;
- 2.3.15. **"Self-subscription"** means the self-management of Azure products by the Customer, where the Customer purchases or varies its access to Azure products by itself;
- 2.3.16. **"Services"** means collectively the Microsoft 365, Microsoft Dynamics 365, Microsoft Power Platform, Azure Services (as defined in clause 3.2), Titanium and other online services as set out in this Schedule.6
- 2.3.17. **"SHF"** means the service hand over form issued by Liquid to the Customer after Liquid has completed the installation and testing of the Service, or any variation of Service, as the case may be;
- 2.3.18. **"Software Subscription License"** means the on-premises subscription-based software license to use and access Microsoft's desktop tools, infrastructure services and productivity servers (excluding Titanium and Azure), on an annual or 3-year subscription period; and
- 2.3.19. **"Unscheduled Downtime"** means any time when any or all of the Services (or any features or functions of any applications provided under the Services) shall be unavailable to the Customer, and shall be materially prevented from using the Services due to system failures which is outside Liquid's direct control, other than Scheduled Downtime, as stipulated in the relevant COF as a **"Service Downtime"** read in conjunction with clause 4.2.

### 3. Service Description

- 3.1. The term **"Cloud Licensing"** 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, including customer relationship management and enterprise resourcing planning capabilities to help manage 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.
- 3.3. The term **"Titanium"** refers to the cloud monitoring and management platform used to optimise, improve and secure customers Azure and/or Microsoft 365 environments, powered by Surveil;
- 3.4. This Schedule applies to all Microsoft 365, Office 365, Dynamics 365, Azure and other Microsoft products and supporting services offered by Liquid as the CSP and/or Titanium purchased directly from Liquid 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 Cloud Licensing and Azure Services, 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 or Unscheduled Downtime is broken down per service as set out below.

ELEMENT AS FOLLOWS: 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.
Microsoft 365	Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.
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. <sup>1</sup>
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.
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- 4.4. Microsoft 365 subscriptions come with a guaranteed amount of uptime and the details thereof are set out in the Microsoft Customer Agreement.
- 4.5. Support for Microsoft services is defined in the Enterprise Service Description published by Microsoft from time to time at <https://www.microsoft.com/en-us/microsoftservices/description-of-services>. The description of services is effective on the effective date of the COF .
- 4.6. Liquid reserves the right to reference Unscheduled Downtime for its services and as prescribed by Microsoft or any third party provider for all purposes and intent thereby overriding any such description per this Schedule.
- 4.7. Liquid support services will apply to the licenses that have been sold to the Customer and confirmed by a signed COF or invoice.

## 5. Support Services

- 5.1. Support services will be provided by Liquid as set out in this Schedule, and the cost thereof will be set out in the relevant COF.
- 5.2. On the purchase of support services for Cloud Licensing and Azure Services, is defined in the Enterprise Services Description published and updated by Microsoft from time to time at: [http://www.microsoft.com/en-us/microsoftservices/services\\_description.aspx](http://www.microsoft.com/en-us/microsoftservices/services_description.aspx). The Customer's use (and continued use) of the Services shall be deemed acceptance of any terms and conditions (including any amendments and updates from time to time) published by Microsoft and third party service providers for the use of their products.
  - 5.2.1. Support services will be provided as set out below.

Service	Description	Premium <sup>1</sup>	Premium plus <sup>1</sup>
Titanium	Cloud management solution	<b>Microsoft 365:</b> Core, Modern workplace, Teams insight <b>Azure:</b> Core, Analytics, Alert engine, planning	<b>Microsoft 365:</b> Premium + risk, security, and governance <b>Azure:</b> Premium + security and governance
health check	Customised report and recommendations for your M365 environment	Once off	Quarterly
Microsoft premier support	Prioritised ticket escalation SLA from Microsoft to Liquid <sup>2</sup>	A: 2 B: 4 C: 6	A: 1 B: 2 C: 4

Reactive support	Problem Resolution Support <sup>3</sup>	5 cases free per month	10 cases free per month
Proactive Support	Education and consult support	1 hour free per month	1 hour free per month
Initial Response Time <sup>3</sup>	Response time (in hours) based on request type	A: 2 Hrs B: 4 C: 6	A: 1 B: 2 C: 4

<sup>1</sup> Office hours: Monday – Friday 08:00 - 17:00 CAT excl. public holidays.

<sup>2</sup> SLA is the response goal for the initial Microsoft engineer to contact Liquid

<sup>3</sup> SLA is the response goal for the initial Liquid engineer to contact the Customer

5.3. Priority definitions:

Priority A	Significant loss or degradation of services	Critical situation – 24x7 with Microsoft premier support
Priority B	Moderate loss/degradation of services. Work can reasonably continue	Urgent cases – business hours with the option to raise severity
Priority C	Substantially functioning with minor or no impediments to services	Important cases – business hours with the option to raise severity

- 5.4. The Customer must ensure timely availability of trained primary technical representative(s) to log and report information, run operational readiness tasks and any other reasonable assistance required. This extends to documents and/or diagrams required when resolving a service-related incident/request.
- 5.5. Should any changes be made to the representative(s) defined above, the Customer is required to inform Liquid by email to [support@liquidcloud.africa](mailto:support@liquidcloud.africa).
- 5.6. A Liquid engineer is required to review the case to verify whether the requirement is within the scope of the support plan. Where applicable, the Customer will be informed when the ticket is out of scope.
- 5.7. Liquid may utilise third party tooling/services to ensure the successful delivery of the support plan.
- 5.8. Liquid will inform Customers when cases have been escalated to Microsoft Premier Support and the case reference number and assigned engineer.
- 5.9. It is mandatory for the Customer to be onboarded to Lighthouse with a minimum of contributor-level access for Liquid to successfully deliver the services.
- 5.10. Any hours not utilised shall not be carried over to the next month.
- 5.11. Should the limit of hours/cases be exhausted, the customer will be required to approve separate billed hours/cases.
- 5.12. Available contract durations: 12, 24, 36, 48 and 60-months which will be defined on the COF
- 5.13. All data in respect of the Customer’s use of Titanium will be available to the Customer on written request to Liquid.

## 6. Service Availability

- 6.1. Liquid shall calculate, on a monthly basis, the Unscheduled Service Downtime for Cloud Licensing and Azure Services 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.
- 6.2. Liquid may require Scheduled Downtime for maintenance and upgrades from time to time. The Customer will be notified of any Scheduled Downtime.
- 6.3. Liquid may not be able to ensure the availability of Titanium in the following instances:
  - 6.3.1. Planned Downtime;
  - 6.3.2. lack of availability of outages of telecommunications networks;
  - 6.3.3. network or device failure external to Liquid's or its third party's data centres, including at the Customer site or between the Customer site and Liquid's or third part's data centres;
  - 6.3.4. issued resulting from the Customer's use of infrastructure, software or services, including issues related to dependencies on Customer Specific Services and/or services provided to or procured by the Customer, regardless of who undertakes integration thereto or how it was undertaken;
  - 6.3.5. any act, omission or circumstance of a third party which results in unavailability of Titanium, whether or not malicious; and
  - 6.3.6. force majeure event.
- 6.4. Liquid will use commercially reasonable efforts to maintain the support services, unless:
  - 6.4.1. a force majeure event occurs, as defined in the MSA.
  - 6.4.2. Liquid does not receive the necessary information required to understand the Customer's requirements, and to provide the support required.
  - 6.4.3. the Customer has not logged a ticket or correctly followed the fault reporting procedure.
  - 6.4.4. an incident occurred due to Customer negligence, abuse, or misuse of the Services.
  - 6.4.5. The service is requested outside of the support service hours of operation
- 6.5. Should Liquid not be able to meet the support services as set out herein, subject to clause 6.4 and any dependencies on the Customer, Customer Specific Services and/or CPE, service credits will apply to the Cloud support Services cost.
- 6.6. Service credits will not apply to Titanium.
- 6.7. Service credits for support services:

- 6.7.1. are limited to one (1) breach per calendar month;
- 6.7.2. are processed quarterly against the Customer’s next invoice; and
- 6.7.3. are limited to a maximum five percent (5%) of the MRR.

**7. Exchange Rate Fluctuations**

- 7.1. Charges are based on pricing in US Dollars. Where Liquid agrees to pricing and payment in any other currency, it will apply its acquisition exchange rate applicable at the time of invoice.

**8. Fault Reporting**

- 8.1. The Customer shall raise an outage trouble ticket with the Service Provider in the event of any Service outage detected.

- 8.2. The logging of calls, queries and/or complaints shall be directed to the Liquid Service Desk as set out in the fault reporting and escalation procedure at <https://liquidcloud.africa/support>. Fault logging done through E-mail will need to follow the template outlined below to assist our engineers to troubleshoot promptly:

- Subject Line: Customer Name and Tenant / Domain name
- Fault Type
- Fault Description
- Is the issue affecting all users? If not, please specify those affected.
- Priority status: (A, B or C)
- Contact number: Phone number for the preferred customer contact person
- Additional information that might assist in resolving the fault quicker, including troubleshooting steps taken and any other relevant information

- 8.3. For escalation purposes, the Customer is required to utilise the below template. The priority status is to be included and is explained in clause 5.3 (*Priority Definitions*). Liquid will review the priority status and align it to the information shared. To assist our engineers to troubleshoot promptly, the below information should be added when logging a fault.

- 8.4. Should a service issue not be resolved, or satisfactory feedback not be given, the issue may be escalated to levels 2 and 3 below:

South Africa Escalation Matrix			
Time	Name	Email	Level
Immediate	Cloud Support	<a href="mailto:support@liquidcloud.africa">support@liquidcloud.africa</a>	1
1-hrs	Cloud Engineer	<a href="mailto:keith.viranna@liquid.tech">keith.viranna@liquid.tech</a>	2
3-hrs	Cloud Team Lead	<a href="mailto:michael.mucabel@liquid.tech">michael.mucabel@liquid.tech</a>	3
1-4 hours*	Microsoft Premier Support		

**Southern Africa Operations Escalation Matrix**



Time	Name	Email	Level
Immediate	Cloud Support	<a href="mailto:support@liquidcloud.africa">support@liquidcloud.africa</a>	1
1-hrs	Cloud Engineer	<a href="mailto:nyasha.mapfumo@liquid.tech">nyasha.mapfumo@liquid.tech</a>	2
3-hrs	Cloud Team Lead	<a href="mailto:grace.chirwa@liquid.tech">grace.chirwa@liquid.tech</a>	3
4-hrs	Michael Mucabel	<a href="mailto:michael.mucabel@liquid.tech">michael.mucabel@liquid.tech</a>	4
1-4 hours*	Microsoft Premier Support		
East Africa Escalation Matrix			
Time	Name	Email	Level
Immediate	Cloud Support	<a href="mailto:support@liquidcloud.africa">support@liquidcloud.africa</a>	1
1-hrs	Cloud Engineer	<a href="mailto:mercy.nyambura@liquid.tech">mercy.nyambura@liquid.tech</a>	2
3-hrs	Cloud Team Lead	<a href="mailto:bedan.kanyara@liquid.tech">bedan.kanyara@liquid.tech</a>	3
4-hrs	Michael Mucabel	<a href="mailto:michael.mucabel@liquid.tech">michael.mucabel@liquid.tech</a>	4
1-4 hours*	Microsoft Premier Support		

\* Prioritised escalation from Microsoft to Liquid:

- Priority A incidents: 1 hour
- Priority B and C incidents: 2 - 4 hour

8.5. The Customer shall, in addition to the escalation matrix, be entitled to approach an assigned Liquid Account Manager if the feedback or progress on the outage resolution is not satisfactory.

## 9. Provision of Service

9.1. Liquid shall make provision for any and all aspects pertaining to the enablement of the Customer's contracted Services:

- 9.1.1. restricted to the platform from which the Services are run;
- 9.1.2. excluding any individual end user and/or mailbox creation; and
- 9.1.3. excluding license provisioning in the Microsoft tenant

9.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the Services.

9.3. If applicable, within 72 (seventy-two) hours of completing the installation for the applicable Service, Liquid 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 regarding the Service and shall be set out in the COF.

9.4. 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.

9.5. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Liquid of such fault in writing within 5 (five) Business Days following receipt of the SHF. Further tests of the Service shall be conducted and a new/revised SHF shall be provided to the Customer within 5 (five) Business Days.

- 9.6. 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.
- 9.7. 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 clause 9.5.
- 9.8. Subscriptions will automatically be renewed on the Contract Term basis unless the Customer provides notice of termination at least 30 (thirty) days prior to the renewal date. Renewed services will be subject to adjusted Charges as set out in the relevant COF.
- 9.9. The Customer hereby accepts all terms and conditions set out in the Microsoft Customer Agreement.
- 9.10. Titanium will be provided to the Customer, should the Customer select the same in the COF. The right to use Titanium is provided to the Customer on a non-exclusive, non-transferrable basis.
- 9.11. Liquid will provide the Customer with log in details to allow the Customer to access and use Titanium.
- 9.12. The Customer acknowledges that Titanium is or may be dependent on proper implementation and availability and correct functioning of the Customer's Site and Customer Devices. Liquid nor any third party service provider will be responsible or liable to the Customer, and under no obligation to refund or reduce amounts paid by the Customer, for incorrect or unexpected functioning or failure of Titanium where that incorrect or unexpected functioning or failure is directly or indirectly due to incorrect or inappropriate implementation or incorrect functioning or lack of availability of the Customer's Site and/or Customer Devices. Liquid bears no responsibility for the functioning and operability of any services and/or software provided by any third party service provider.
- 9.13. Liquid and/or any third party service provider may suspend performance of its obligations under this Schedule for as long as it is unable to perform for reasons outside its control.
- 9.14. The Customer must:
- 9.14.1. permit or enable users other than Permitted Users to access and use the Services;
- 9.14.2. ensure that only the agreed number of Permitted Users have access to and use the Services, and that not more than the number of employees, directors or contractors access and/or use the Services;
- 9.14.3. manage and permit users within its organisation to access and use Titanium, and will manage any changes to such Permitted Users; and
- 9.14.4. ensure that Permitted Users keep all login details confidential and that they do not share their login details with anyone.

## **10. Service Terminations – Early Termination Costs**

- 10.1 The termination fee payable by the Customer for terminating Services shall be calculated as at the termination date equal to 100% (one hundred per cent) of the Monthly Recurring Cost (MRC) for the remainder of the Contract Term.

## **11. Cloud Licensing - count change**

- 11.1. Access to the Cloud Licensing will be provided on a user subscription basis and may not be accessed by more than the specified number of users. Concurrent use is not permitted.
- 11.2. Customer may increase the number of licenses under their subscriptions at any time to the highest number of licences permitted by Microsoft and/or Liquid with respect to a specific product. Charges will be pro-rated based on the day of license order.
- 11.3. Added users shall terminate on the same date as the end of the Contract Term. For the avoidance of doubt, new users will not extend the Contract Term or any renewal thereof.
- 11.4. The Customer may only decrease the number of licenses under their subscriptions at the time of their Contract Term renewal on fourteen (14) days notification before the expiry of the Contract Term or any renewal thereof indicating the specific subscription licence count adjustment.

## 12. Cloud Licensing and support services - Upgrades and Downgrades

- 12.1. Customer may upgrade their subscriptions at any time (that is, switching the current subscription license to a license with more features and/or higher price). Charges will be pro-rated based on the day of license order.
- 12.2. Customer may only downgrade their subscriptions (that is, switching the current subscription license to a license with less features and/or lower price) at the time of the Contract Term renewal on fourteen (14) days notification before the expiry of the Contract Term or any renewal thereof.
- 12.3. For support services:
  - 12.3.1. The customer may upgrade the support service plan. The customer is required to inform Liquid of the upgrade request by email ([support@liquidcloud.africa](mailto:support@liquidcloud.africa)) which will act as the reference for the upgrade. The upgrade is effective upon receiving the new signed COF.
  - 12.3.2. The customer may downgrade the support plan effective on the first business day of the new month on condition that the new COF for the support service plan has been signed. The customer is required to inform Liquid of the change by email ([support@liquidcloud.africa](mailto:support@liquidcloud.africa)), which will function as the reference for the downgrade, at least five business days prior to the beginning of the new month.
  - 12.3.3. Should the customer wish to upgrade/downgrade the support plan on any day other than the first business day of a new calendar month, the cost due to Liquid (excluding any relevant taxes) will be calculated as follows:

$$\frac{\text{Cost of the support plan} * \text{number of days remaining in the month}}{\text{Total number of days in that month}}$$

- Days include public holidays and weekends

- 12.3.4. Upgrading/downgrading will result in the customer forfeiting the remaining benefits of their current support service plan.

### **13. Trial period - Titanium**

- 13.1. If a trial is available to the Customer, the Customer will need to follow the steps outlined by Liquid and may use Titanium for the trial period (as recorded in the COF) subject to these terms and conditions.
- 13.2. The trial will commence when Titanium is made available to the Customer and will terminate on expiry of the trial period, unless terminated earlier in accordance with this Schedule.
- 13.3. During the trial period:
  - 13.3.1. the Customer will have access to a version of Titanium made available for trial purposes; and
  - 13.3.2. Liquid will provide assistance with the use of Titanium as reasonably requested by the Customer during Business Hours on Business Days.

### **14. Software Subscription License, Perpetual License and support services Cancellation**

- 14.1. The Customer can cancel:
  - 14.1.1. a Software Subscription License within five (5) Business Days of the date of the last signature to the COF, subject to early termination costs. After five (5) day period, the Customer can no longer cancel the Software Subscription License.
  - 14.1.2. the Customer can cancel a Perpetual License within twenty one (21) Business Days of the date of the last signature to the COF, subject to early termination costs. After 21 days, Customer can no longer cancel the Perpetual License.
  - 14.1.3. The support service purchase on 3 months prior written notice
  - 14.1.4. the Titanium purchase on 3 months prior written notice.
- 14.2. Should a Customer wish to cancel the Services as set out in clause 14.1, it must notify Liquid within the prescribed timeframe in writing together with reasons for the cancellation.
- 14.3. Cancellation requires Liquid to raise a ticket 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.
- 14.4. On termination of this Schedule, all amounts due to Liquid will become immediately due and payable.

### **15. Payment for Services**

- 15.1. 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.
- 15.2. 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.

- 15.3. 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.
- 15.4. 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.
- 15.5. Customer will be billed for the Services arising from a COF and from Self-subscription.
- 15.6. Customer Specific Services may attract an additional fee, as set out in the COF.
- 15.7. The Customer may request additional services or product enhancements. Such will be discussed by the parties and agreed in respect of pricing and development charge.
- 15.8. Liquid reserves the right to effect price changes in respect of the Services on notice to the Customer. This clause shall prevail over the MSA in respect of price increases.
- 15.9. Should a third party service provider increase their costs, the Charges for the Services under this Schedule will consequently increase. This clause shall prevail over the MSA in respect of price increases.
- 15.10. Notwithstanding the provisions regarding billing disputes in the MSA, the Customer shall raise a dispute relating to billing or invoicing or any credit note claims with Liquid within seven (7) days of the date of the invoice, failing which the billing or invoicing shall be deemed to be correct and accepted. This clause shall prevail over the billing disputes clause in the MSA.

## **16. Intellectual Property**

- 16.1. All Intellectual Property in and to the software that forms part of the Services belongs either to Liquid and/or third party service providers, and nothing in this Schedule operates to change that ownership.
- 16.2. The Customer must not, nor permit that others may, do any of the following or attempt to do so:
  - 16.2.1. copy, alter, modify, reverse assemble, reverse compile, reverse engineer or enhance the Services;
  - 16.2.2. provide the Services to any users through operation of a bureau or like services;
  - 16.2.3. resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the Services;
  - 16.2.4. use the Services in any way that could damage or interfere with Liquid's Network and/or Licenses;
  - 16.2.5. use the Service otherwise than in the manner in which the Services were designed to be used;
  - 16.2.6. use the Services in any way that could interrupt, damage or otherwise interfere with the use of the Services by any other customers; and/or
  - 16.2.7. do any act or omit to do a thing that would or might invalidate or be inconsistent with Liquid's Intellectual Property Rights.

- 16.3. The Customer must notify Liquid of any actual, threatened or suspected infringement of any Intellectual Property rights and of any claim by any third party that any use of the Services infringes any rights of any other person as soon as the Customer becomes aware of the claim or infringement. The Customer must do all such things as may reasonably be required by Liquid to assist Liquid or its third party service providers in pursuing or defending any proceedings in relation to such infringement or claim.
- 16.4. The Customer indemnifies Liquid and its third party services providers against any loss, costs, expenses, demands or liability whether direct or indirect to otherwise, and whether arising in contract, delict (including negligence), or otherwise, claim by a third party alleging infringement of that third party's intellectual property rights, suspected infringement or alleged infringement due to the Customer's use of the Services in a manner or for a purpose or in combination with any other software or product not reasonably contemplated or authorised by Liquid and/or its third party service providers, and/or breach by the Customer of this clause.

## **17. Warranties**

- 17.1. The Customer warrants that:
- 17.1.1. it will not infringe the intellectual property rights of Liquid and/or that of any third party;
- 17.1.2. it will not, nor may it permit any other person to:
- a) copy, alter, modify, reproduce, reverse assemble, reverse compile or enhance the Software;
  - b) alter, remove or tamper with any trademarks, any patent or copyright notices, confidentiality, proprietary or trade secret legend or notice, or any numbers, or other means of identification used on or in relation to the Services.
  - c) permit any person, other than its employees or contractors, access to the Services without the prior written consent of Liquid; and
  - d) do any act which would or might invalidate or be inconsistent with the intellectual property rights associated with the Services;
- 17.1.3. it is responsible for all data entry requirements, and for its access of use of Titanium; and
- 17.1.4. it will ensure that it and its permitted users comply with all applicable laws in using Titanium.
- 17.2. All warranties (including fitness for purpose and merchantability), whether express or implied by common law, statute or otherwise are excluded.
- 17.3. Any warranties made to the Customer under the Agreement extend solely to the Customer.

## **18. Indemnity**

- 18.1. The Customer indemnifies Liquid against any cost (including legal costs on an attorney and own client basis, all court costs and witness fees and related legal expenses), expenses, claims, demands or liability, whether direct or indirect, arising out of and/or in connection with the Customers use of the Services and/or breach by the Customer of this Schedule.

18.2. Liquid accepts no responsibility for ensuring that the use of Titanium will result in, or enable, the Customer with complying with the applicable laws.

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