

1. Definitions applicable to this Schedule:

“Microsoft” means Microsoft Ireland Operation Limited.

“Microsoft Customer Agreement”, means the agreement between Microsoft and the Customer made available to the Customer.

“Microsoft Licence” the licence granted to the Customer by Microsoft for the use of Microsoft 365 and/or Microsoft Azure licenses, features and services.

“Microsoft Products”, means the Microsoft 365 and/or Microsoft Azure Services requested by the Customer to be provided by Interfuture as set out in the Order Form.

2. Microsoft Products are made available to the Customer by Interfuture as the reseller for Microsoft Products. The Customer acknowledges that the Microsoft Products shall be supplied under and in accordance with the relevant Microsoft Licence and the licence fee shall, unless set out or provided otherwise by Interfuture, be included in the Fees. The terms associated with the use by the Customer of Microsoft Products are governed by this Contract and the Microsoft Customer Agreement.
3. Subject to a 48 hour cooling off period starting from the date of the Order Form, the Customer hereby acknowledges and accepts that they have subscribed to the Microsoft Licence for the term stated in the Order Form, and that this is a minimum term which is not cancellable for any reason (Subscription Term).
4. The Customer may increase, but may not decrease, the number of subscriptions to Microsoft Products and any such additional subscriptions shall be subject to paragraph 2 and 3 of this Schedule and any additional fees. For the avoidance of doubt, the applicable Subscription Term for any additional subscriptions shall be determined by the relevant product identification code assigned by Microsoft.
5. The Customer hereby confirms they have reviewed and accepted the Microsoft Customer Agreement and will comply with the terms of the Microsoft Licence.
6. The Customer will indemnify, keep indemnified and hold harmless Interfuture in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees and expert fees) in relation to any claim by

Microsoft or any third party arising out of or in connection with any breach of the terms of the Microsoft Licence or this Contract by the Customer and its officers, directors, employees, agents and contractors.

Microsoft 365

7. The Customer acknowledges and accepts that the Microsoft 365 licence shall be renewable on the 1st February of each year and shall be automatically renewed for a period of 12 months, unless Interfuture is notified by the Customer it wants to cancel the Microsoft 365 licence no less than 1 month prior to such period. This provision shall apply irrespective of any Initial Term or Extended Term applicable to other Services provided by Interfuture under this Contract or otherwise.
8. Interfuture shall, in accordance with a renewal under paragraph 7 of this Schedule, invoice the Customer for such 12 month period, 2 months before the renewal date which must be paid by the Customer within 30 days of receipt. Notwithstanding any other right or remedy available to it, should the Customer fail to make payment by the due date, then Interfuture may suspend the provision of any Services including the Microsoft Products until such invoice is paid in full.

Microsoft Azure

9. The Customer shall purchase the Microsoft Azure licence on a 1, 2 or 3 year term as set out in the Order Form (Microsoft Azure Term). The Customer acknowledges and accepts that the Microsoft Azure licence shall be payable upfront in full prior to Interfuture providing Microsoft Azure services and these provisions shall apply irrespective of any fees applicable to other Services provided by Interfuture under this Contract or otherwise.
10. The Microsoft Azure licence shall be renewable on the 1st, 2nd or 3rd anniversary depending on the initial Microsoft Azure Term set out in the Order Form and shall be automatically renewed for the same period as before, unless Interfuture is notified by the Customer it wants to cancel or amend the Microsoft Azure Term no less than 1 month prior to such period. This provision shall apply irrespective of any Initial Term or Extended Term applicable to other Services provided by Interfuture under this Contract or otherwise.

11. In addition to the fees set out under paragraph 9 of this Schedule, the Customer acknowledges and accepts that Interfuture shall be entitled to charge the Customer on a monthly basis for any usage of the Microsoft Azure services in a calendar month. The Customer further acknowledges and agrees that such amount chargeable will vary depending on the Customers usage of the Microsoft Azure Services in each calendar month. Interfuture shall invoice the Customer for each monthly usage period within 14 days from the end of each calendar month and such amount shall be due and payable by the Customer within 30 days of receipt. Notwithstanding any other right or remedy available to it, should the Customer fail to make payment by the due date, then Interfuture may suspend the provision of any Services including the Microsoft Products until such invoice is paid in full.