

FUJITSU RESTRICTED
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SCHEDULE I5

Microsoft Azure Terms Schedule

Version History

Version No.	Date	Comments
13.0		Added as per CCN1647

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SCHEDULE I5
MICROSOFT AZURE TERMS SCHEDULE

The terms of this Schedule apply only in respect of the Microsoft Azure Services and their use by Fujitsu Services in providing the Operational Services.

1. Post Office accepts that the provision of the Microsoft Azure Services is subject to the Post Office accepting and agreeing to the Customer Agreement which is a binding legal contract between Post Office and Microsoft (or its Affiliate). The Customer Agreement includes the Online Services Terms (as defined therein) and the SLA (as defined therein).
2. Post Office confirms and agrees that:
 - a. by the date of commencement of Operational Services using the Microsoft Azure Services, it will have made all notifications to and/or secured all consents of third parties required (i) for Fujitsu Services to be authorised to disclose Post Office Data to Microsoft and (ii) for Fujitsu Services to process such Post Office Data, in each case solely to the extent: (a) required by applicable privacy and data protection laws; and (b) necessary for the purposes of making use of the Microsoft Azure Services to provide the Services in accordance with this Agreement;
 - b. it consents to Fujitsu Services performing the activities of Reseller set out or referred to in Clause 4 of the Customer Agreement; and
 - c. Microsoft may send direct communications to Post Office related to the terms of the Customer Agreement or the operation or delivery of the Microsoft Azure Services.
3. Fujitsu Services shall have no liability to Post Office to provide the Operational Services using the Microsoft Azure Services to the extent that it is unable to do so as a direct result of the failure by Post Office to comply with paragraph 2.a. of this Schedule, provided that Fujitsu Services has taken all commercially reasonable steps to mitigate the impact of such failure.
4. Fujitsu Services shall have no liability to Post Office for any interruptions or failures of the Microsoft Azure Services (and any associated interruptions or failures of the Operational Services provided by Fujitsu Services under the Agreement) resulting from Microsoft exercising its right to terminate or suspend the Microsoft Azure Services pursuant to and in accordance with the Customer Agreement (other than where such right to terminate or suspend arises due to the acts or omissions of Fujitsu Services), provided always that Fujitsu Services has taken all commercially reasonable steps to mitigate such interruptions or failures.
5. Fujitsu Services shall have no liability to Post Office for any interruptions or failures of the Operational Services provided by Fujitsu Services under the Agreement, resulting from: (a) Microsoft materially altering the Microsoft Azure Services which in turn requires material changes to Fujitsu Services' configuration of the Microsoft Azure Services used in the provision of the Operational Services; or (b) Microsoft exercising any of its rights under the Customer Agreement which would result in Fujitsu Services being unable, or in breach of the terms of this Agreement were it to continue, to provide the Operational Services, provided always that in each case Fujitsu Services has taken all commercially reasonable steps to mitigate such interruptions or failures.
6. Post Office agrees and understands:
 - a. that in the event that any one or more of the Microsoft Availability Zones are wholly unavailable, there may be limited Microsoft Azure Services capacity within the remaining Microsoft

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- Availability Zones and there could be some resulting degradation of the Operational Services;
and
- b. that should any such degradation of the Operational Services occur, then Fujitsu Services shall have no liability to Post Office for such degradation, provided always that Fujitsu Services has taken all commercially reasonable steps to mitigate such degradation.
7. Save in the circumstances described in paragraphs 3 to 6 above or in Clause 43.10.9, Fujitsu Services shall not be relieved of liability for any failure to provide the Services in accordance with this Agreement caused by any unavailability, interruption or failure of the Microsoft Azure Services.
8. Software Licences: Post Office accepts that any obligations of Fujitsu Services within the Agreement relating to the grant or procurement of a licence of third party software shall not (save to the extent otherwise agreed in writing between Post Office and Fujitsu Services) apply to any software made available by Microsoft as part of the Microsoft Azure Services pursuant to the Customer Agreement.
9. No Post Office Access
- a. The parties agree that Post Office shall not (save to the extent otherwise agreed via the Change Control Procedure between Post Office and Fujitsu Services) have the right to directly access the technology environment operated by Microsoft for the purpose of providing the Microsoft Azure Services and will not be provided with any administration rights to do so. Any such access by the Post Office (or any of its personnel, agents or subcontractors) shall be a breach of this Agreement. Should Post Office request any such direct access, Fujitsu Services shall deny such request and escalate the same to the Post Office's Group CIO.
 - b. Fujitsu Services shall not be liable for any failure to provide the Operational Services in accordance with this Agreement to the extent that such failure is caused by Post Office directly accessing the above-referred technology environment in breach of paragraph 7a above, and Fujitsu Services shall have the right to claim any reasonable and demonstrable incremental costs incurred by it in taking any action necessary to remediate any damage or impact to the Operational Services caused by such breach.