

SCHEDULE C – CLOUD & SAAS SERVICES V1.2

This Schedule C (Cloud & SaaS Services) forms part of the Master Services Agreement (“Agreement”) between Sand Communications Ltd (“Supplier”) and the Customer. It applies where the Customer purchases cloud-based or software-as-a-service offerings via Supplier, including Microsoft and other third-party platforms.

1. Scope

1.1 This Schedule governs the resale, provision, and management of cloud and SaaS services (“Cloud Services”).

1.2 Cloud Services may include, where selected in the accepted quote: - Microsoft 365 licences and subscriptions, Azure consumption based services, Third-party SaaS subscriptions, Backup, security, or add on services associated with cloud platforms

1.3 Supplier acts as a reseller or intermediary only and does not develop, operate, or control the underlying cloud platforms.

2. Orders and Service Description

2.1 The specific Cloud Services, subscription types, quantities, and pricing are as set out in the accepted quote.

2.2 Cloud Services, including but not limited to Microsoft, Adobe and other third-party SaaS providers, are supplied subject to the applicable licence agreements, programme terms, acceptable use policies and other contractual terms published by the relevant provider ("Provider Terms"), as amended from time to time.

The Customer agrees to comply with those Provider Terms and acknowledges that continued use of the Cloud Services constitutes acceptance of any amendments made by the provider.

2.3 Where there is any inconsistency between this Schedule and the Provider Terms in relation to the operation, licensing or permitted use of the Cloud Services, the Provider Terms shall prevail.

3. Service Start and Term

3.1 Cloud Services commence on the applicable **Service Start Date**, being the date the service is provisioned, activated, or first invoiced (whichever occurs first).

3.2 Where a minimum commitment period applies (for example monthly, annual, or multi-year), it shall be as stated in the accepted quote or imposed by the provider.

3.3 Commitments apply per subscription and are not affected by suspension or reduced usage.

4. Seat Changes and Consumption

4.1 Subscription quantities may be increased or decreased in accordance with Provider Terms.

4.2 Increases take effect immediately and are chargeable from the date of change.

4.3 Decreases are subject to Provider Terms and may not take effect until the end of a commitment period.

4.4 Consumption-based services (including Azure) are billed based on usage reported by the provider.

5. Charges and Payment

5.1 Charges for Cloud Services are as set out in the accepted quote or as reported by the provider.

5.2 Customer is responsible for all charges incurred through use of Cloud Services, including usage, overages, and provider-imposed charges.

5.3 Supplier is not responsible for billing delays, estimation errors, or retrospective adjustments made by the provider.

6. Suspension and Termination

6.1 Supplier or the provider may suspend Cloud Services where: charges remain unpaid; required regulatory or identity checks are not satisfied; or suspension is required under Provider Terms.

6.2 Suspension or termination by the provider does not relieve the Customer of payment obligations.

7. Data and Security

7.1 Data stored in or processed by Cloud Services is hosted on provider infrastructure.

7.2 Supplier does not guarantee data availability, integrity, or security beyond the obligations imposed by Provider Terms.

7.3 Customer is responsible for data backup, retention, and compliance unless expressly agreed otherwise.

8. No Warranties or Guarantees

8.1 Cloud Services are provided on an “as is” basis subject to Provider Terms.

8.2 Supplier does not warrant that Cloud Services will be uninterrupted, error-free, or suitable for any particular purpose.

9. Liability Alignment

9.1 Supplier’s liability in respect of Cloud Services is limited in accordance with the Agreement.

9.2 Supplier is not liable for acts or omissions of cloud providers or third-party vendors.

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