

Services Schedule: Azure Pass-Through Terms and Conditions for Azure Resources

The pass-through terms and conditions listed below are incorporated by reference into applicable Azure Statements of Work ("SOWs"), as indicated in the SOW Terms and Conditions section within each applicable SOW.

1. **Access and Use.** Customer shall:
 - a. have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Azure Resources, which may be updated from time-to-time by Microsoft, ordered under this SOW during the Term, unless earlier terminated in accordance with the Agreement or this SOW (the "Services Period").
 - b. only use the Azure Resources for Customer's internal business purpose and may not directly resell the Azure Services.
 - c. be responsible for any required notices, consents and/or authorizations related to Customer's use of the Services including the processing of Customer's Content as part of the Services.
 - d. enter into and maintain for at least the Term of this SOW a Microsoft Customer Agreement, a current copy of which is located at <https://www.microsoft.com/licensing/docs/customeragreement>, and which shall be effective without signature. Syntax may, in the event of renewal of a subscription or a new subscription, require Customer to re-enter into and perform Microsoft Customer Agreements. Customer's use of the Microsoft Services is subject to the Microsoft Customer Agreement, this SOW, and the Master Agreement.
 - e. use the Azure Resources in compliance with the Azure Service Specifications (defined below).
 - i. Azure Service Specifications means the following documents, which may be updated from time to time by Microsoft, as applicable to the Azure Resources under this SOW:
 - Product Terms: <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA> (includes service descriptions for Azure Services)
 - SLAs: <https://azure.microsoft.com/en-us/support/legal/sla/> and any successor or related locations designated by Microsoft
 - Microsoft Azure Legal Information: <https://azure.microsoft.com/en-us/support/legal/>
 - Acceptable Use Policy: <https://www.microsoft.com/en-US/microsoft-365/legal/docid12>
2. **Sharing Customer Information.** To provide to Customer the Azure Resources, Syntax may provide Microsoft with Customer's name and contact information (including Customer website, Customer name, telephone number, email address, city, state/region, country, and zip/postal code). Customer consents to Syntax's collection, use, and disclosure of this information associated with the Azure Resources in accordance with Syntax's Privacy Statement (available at <https://www.syntax.com/services-privacy-policy/>, as such may be updated by Syntax from time to time). If the Azure Resources include one or more Third-Party Services, then Syntax or Microsoft may disclose to the applicable third-party Customer's name, city, state/region, country and zip/postal code and information associated with Customer's use of the Azure Resources. Information shared with Microsoft is also subject to the Microsoft privacy notice (available on <https://www.microsoft.com/en-us/privacy/privacystatement> as such may be updated by Microsoft from time to time).