

SERVICE SCHEDULE

PULSANT CLOUD DESKTOP

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1 Additional Definitions

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **“Client”** — Physical hardware, such as a PC or similar device, which the End User uses to connect to the Service infrastructure and display the desktop; also known as “Thin Client” or “Fat Client” devices.
- 1.2 **“Cloud Storage”** — Disk capacity sold on a per-GB basis, provided and managed by the Supplier on a shared storage array, and connected via the Supplier’s network to the Customer’s hosted virtual infrastructure.
- 1.3 **“Desktop Template”** — A template used to define the desktop instances that the Customer’s users access, to ensure that users always access the same standard desktop configuration and application set.
- 1.4 **“Disaster Recovery”, “DR”** — The ability to switch a Service to run from stand-by infrastructure at a secondary data centre should some disaster prevent the operation of the primary production infrastructure.
- 1.5 **“End User”** — An employee or other agent of the Customer who is directly consuming the supplied Service.
- 1.6 **“Multi-Factor Authentication”, “MFA”** — A mechanism for providing extra log-in security to a remote network over and above the usual user name and password combination.
- 1.7 **“Pulsant Managed Firewall”** — A physical or virtual firewall device provided and managed by the Supplier, used to enforce data security and access policy at the perimeter between two or more networks of differing trusts.

2 Pulsant Cloud Desktop – Service Scope and Description

- 2.1 Pulsant Cloud Desktop Service gives the Customer access to virtualised Windows desktops hosted in the Supplier’s data centre and delivered to End Users’ Client devices.
- 2.2 The Customer confirms that it has considered and accepts full responsibility for all scenarios relating to any failure conditions and functionality of each related or dependent service where those services are not provided by the Supplier.
- 2.3 Pulsant Cloud Desktop Services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of the Contract and the Supplier’s acceptable use, security and access policies and procedures.
- 2.4 Pulsant Cloud Desktop Service is subject to payment by the Customer of the Supplier’s Charges for installation and support services, as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.5 The Supplier will provide the Customer with the following:
 - 2.5.1 The Cloud Desktop Service, which will be maintained in good working order in accordance with the Contract and Good Industry Practice.
 - 2.5.2 Virtual resources to run the Service from a platform in the Supplier’s data centre.
 - 2.5.3 Management services to control and assure the availability of the platform resources.
 - 2.5.4 Microsoft Windows 10 operating system on every desktop.
 - 2.5.5 Anti-virus software on every desktop.
 - 2.5.6 If the Order Form includes Office 365, a Microsoft 365 E3 licence for each included desktop.

- 2.5.7 Desktop Templates tailored to the Customer's needs; the Customer will be charged for the number of Desktop Templates created.
- 2.5.8 Cloud Storage resources sufficient to provide storage for user profile data, local temporary working storage, and Desktop Template storage.
- 2.5.9 Network perimeter security, which provides protection of the Customer's trusted Cloud Desktop networks from external, untrusted networks, provided by the Pulsant Managed Firewall service.
- 2.5.10 Secure synchronisation of user account information to Azure Active Directory to facilitate user login to the Service via the Citrix Cloud service.
- 2.5.11 Secure access to the Cloud Desktop for the Customer's users, using Multi-Factor Authentication via the Azure Active Directory service.
- 2.5.12 A Supplier Service Desk point of contact to the Customer's technical support team.
- 2.6 The specification (vCPU and RAM) and quantity of the supplied Cloud Desktops, along with any included Microsoft Windows and Microsoft Office licensing, will be listed on the Order Form.
- 2.7 The Supplier will manage the Cloud Desktop infrastructure to provide the contracted Service Availability, including applying platform system security updates in line with the manufacturer recommendations, monthly or at a frequency determined by the Supplier to maintain the Service.
- 2.8 Desktop Templates.
 - 2.8.1 A minimum of one (1) Desktop Template will be created for the Customer's use; the number of Desktop Templates created will be as specified on the Order Form.
 - 2.8.2 The Supplier will deploy Windows 10 to the Desktop Template during Service take-on and configure it in line with current best practice as determined by the Supplier.
 - 2.8.3 The Supplier will deploy Microsoft 365 to the Desktop Template if purchased as part of the Service.
 - 2.8.4 The Supplier will not deploy any additional applications to the Desktop Template.
 - 2.8.5 The Supplier will make the Desktop Template available to the Customer during Service take-on in order for the Customer to deploy any additional applications.
 - 2.8.6 The Customer is solely responsible for deploying and testing their third-party applications; the Supplier will not be liable for any failure or degradation of the Service due to the Customer's deployment of applications.
 - 2.8.7 Before deploying any applications to the Desktop Template, either during Service take-on or subsequently, the Customer must inform the Supplier so that the impact on the underlying infrastructure and Service performance can be assessed; the Supplier reserves the right to charge for rectifying any issues arising from the Customer failing to do this.
 - 2.8.8 The Customer is responsible for ensuring that the Desktop Templates which their users receive meet the needs of the users, and that they are appropriately licensed for any applications that are deployed.
- 2.9 Updates and patches.
 - 2.9.1 The Supplier will apply the following updates monthly, or at a frequency determined by the Supplier to maintain the Service:
 - 2.9.1.1 Platform system security updates in line with manufacturer recommendations.
 - 2.9.1.2 Windows 10 quality updates and security patches in line with manufacturer recommendations.
 - 2.9.1.3 Windows 10 feature updates based on the requirements of the Service and to maintain supportability from the manufacturer; such feature updates will not be installed for any other reason.
 - 2.9.1.4 Microsoft 365 application updates and security patches in line with manufacturer recommendations.

- 2.9.1.5 Microsoft 365 feature updates based on the requirements of the Service and to maintain supportability from the manufacturer; such feature updates will not be installed for any other reason.
- 2.9.2 The Supplier will make the Desktop Template available to the Customer after any Supplier-applied updates are applied; the Customer is responsible for testing their applications against any Supplier-applied updates at this point and the Supplier reserves the right to charge for rectifying any issues arising from the Customer failing to do this.
- 2.9.3 The Supplier will not apply updates to any applications installed and managed by the Customer; the Customer is solely responsible for the deployment and testing of application updates and the Supplier reserves the right to charge for rectifying any issues arising from the Customer failing to do this.
- 2.9.4 The Supplier will make the Desktop Template available to the Customer on a monthly basis in order for the Customer to apply updates to applications.
 - 2.9.4.1 Access for the Customer to update the Desktop Template outside the monthly schedule can be provided but may incur additional cost.
- 2.9.5 Should the Customer not require automatic updates, these will be disabled on request as part of service take on.
 - 2.9.5.1 Where the Customer has requested automatic updates be disabled, the Customer takes full responsibility for any impact of not applying such updates, and the Supplier reserves the right to charge for rectifying any issues arising from the Customer failing to do this.
 - 2.9.5.2 The Supplier may be obliged to apply some updates and feature updates to remain compliant against the licensing and support model imposed by the manufacturer; where this is the case updates would be applied.
- 2.10 Disaster Recovery for Cloud Desktops may be specified on the Order Form.
 - 2.10.1 Where Disaster Recovery is specified, the Supplier will use a second data centre to host standby infrastructure to be used in the case of an invoked Disaster Recovery situation.
 - 2.10.2 The quantity and specification of the Cloud Desktops deployed for Disaster Recovery will be as specified on the Order Form.
 - 2.10.3 The Customer is responsible for informing the Supplier that a Disaster Recovery situation is being invoked; the Disaster Recovery SLA will begin when the Supplier has been informed.
 - 2.10.4 In response to the Customer invoking a Disaster Recovery situation, the Supplier will switch Service operations to the second data centre to allow continuation of Service, within the SLA provided herein.
 - 2.10.5 The Customer is liable for any interruption of Service or any incurred cost resulting from an incorrect or unnecessary Disaster Recovery invocation.
- 2.11 The Service does not include disk storage for application data; the Customer is responsible for ensuring that they have purchased sufficient Cloud Storage capacity to store their application data.
- 2.12 The scope of any efforts related to diagnosis of a suspected Service fault is strictly limited to functionality that is entirely contained within the scope of the Service infrastructure; if the fault is found to be in infrastructure or functionality not within the scope of the Service, the Supplier reserves the right to charge for effort involved in attempting to diagnose and rectify the fault.
- 2.13 The Supplier will not:
 - 2.13.1 Guarantee the performance of the Cloud Desktop or of any particular application installed on the Cloud Desktop.
 - 2.13.2 Provide management of or support for any desktop applications used by the Customer, with the exception of Microsoft 365 as specifically detailed herein.
 - 2.13.3 Provide End User support to the Customer's organisation.

- 2.13.4 Provide any End User training to the Customer's organisation.
- 2.13.5 Provide connectivity from the Client device to the Cloud Desktop infrastructure, nor guarantee the performance of connectivity outside the Supplier's managed network.
- 2.14 The Customer is responsible for:
 - 2.14.1 The deployment, configuration, update, and availability of any and all Client devices that the Customer's users use to access the Service.
 - 2.14.2 The installation, day-to-day operation, and support of all applications that run on the Cloud Desktop infrastructure, with the exception of Microsoft 365 as specifically noted in this Schedule.
 - 2.14.3 Supporting their End Users in the day-to-day use of the desktop and installed applications.
 - 2.14.4 Providing End User internet connectivity to access the Service.
 - 2.14.5 Ensuring that their connectivity (internet bandwidth) is sufficient to use the Service.
 - 2.14.6 Performing application testing post implementation, to validate performance.
 - 2.14.7 Ensuring that their virtual machine specifications are sufficient to run their applications, in line with manufacturer recommendations; where additional capacity is required this will be allocated and charged for at an average rate, or where committed at the committed rate.
 - 2.14.8 Ensuring that all of their installed applications are compatible with the Service and the Windows 10 operating system running in a virtualised manner, and that all subsequently deployed updates and patches are compatible with installed applications.
- 2.15 The Customer's End Users shall not install any applications beyond those agreed and deployed in their Desktop Template.
 - 2.15.1 Any such applications and associated data may be removed without notice by the Supplier during the normal operation of the Service.
- 2.16 Any End User whose desktop session has been idle for an agreed period of time will be automatically logged out of the desktop session.
- 2.17 The Service requires synchronisation with the Customer's Active Directory service. The Supplier will perform and manage Active Directory synchronisation,
- 2.18 The Customer must comply with the following requirements with respect to their Active Directory service:
 - 2.18.1 The Customer will grant the Supplier read-only access to the Customer's Active Directory to assist in troubleshooting work.
 - 2.18.2 The Customer is responsible for the availability and correct operation and configuration of their Active Directory services.
 - 2.18.3 The Customer must ensure that their Active Directory configuration remains compatible with the Service.
 - 2.18.4 The Customer's Active Directory must be running on the minimum operating system level covered under Microsoft mainstream support.
 - 2.18.5 The Customer will inform the Supplier of changes to their Active Directory configuration that may impact the Service.
 - 2.18.6 The Customer will inform the Supplier of any user changes within their Active Directory.
- 2.19 Where the Customer's Active Directory is unavailable, or where Active Directory synchronisation fails due to the Customer not complying any of the requirements listed in paragraph 2.18, the Availability SLA for the Service will be suspended.
- 2.20 Following expiry or Termination of the Contract:

- 2.20.1 The Supplier will delete all virtual disks and virtual machine instances created within the Service, which will result in loss of all Customer data stored by the Service.
- 2.20.2 The Supplier has no obligation to physically or logically destroy shared data storage beyond the logical deletion of virtual machines and disks, and may reallocate the storage media to other customers.
- 2.20.3 The Customer accepts that the nature of shared storage means that the physical storage media of any deleted data may be re-allocated to different customers and overwritten multiple times by new data, making data recovery from this media practically impossible.
- 2.20.4 It is the Customer's responsibility to ensure that any required data is transitioned to an alternative provider prior to deletion, in accordance with Clause 15 of the Conditions.

3 Data Protection

- 3.1 The following personal data is gathered in relation to End Users of the Service:

User and device identification.

Session information.

Process information, which may include a log of web browsing activity.

- 3.2 This data is gathered with the sole purpose of monitoring and analysing the performance of the Service and is handled in accordance with the Supplier's privacy policy and general terms and conditions.
- 3.3 The Supplier engages with third parties in order to facilitate this data gathering.
- 3.4 The Supplier and the Customer are joint controllers with respect to this data.
- 3.5 The Customer is responsible for ensuring that the End User is provided with privacy information in accordance with article 13 of the UK GDPR, and to provide a primary point of contact in relation to exercising their data subject rights.

4 Service Levels

- 4.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Priority	Definition	Service Hours	Response Time
P1	<ul style="list-style-type: none"> Total loss of production service; or A significant revenue, operational, or safety impact on the entire company; or Service degraded, affecting the entire company 	24/7/365	Within 15 minutes
P2	<ul style="list-style-type: none"> Partial loss of service affecting the company; or Service degraded, affecting multiple departments or a single site; or There is the potential of significant revenue, operational, or safety impact to the company if not resolved quickly 	24/7/365	Within 30 minutes
P3	<ul style="list-style-type: none"> Service degraded, affecting non-production services; or Loss of service affecting a single user 	Business Hours	Within 1 Hour
P4	<ul style="list-style-type: none"> Degraded service affecting a single user 	Business Hours	Within 2 Hours
P5	<ul style="list-style-type: none"> Request for information 	Business Hours	Within 4 Hours

- 4.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

- 4.2.1 The below table defines the SLA for the Cloud Desktop Service.

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability: Individual User Desktops	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	99.5%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
DR Recovery Time Objective (RTO)	Time to make the Cloud Desktop available to users to login after a disaster is invoked. Any remedial work required to provide access to the Customer's applications and data is not included in the time specified here.	2 hours (from Customer invocation notice)	
DR Recovery Point Objective (RPO)	Frequency of Template replication to the DR location. The Supplier cannot guarantee that any user's changes committed more recently than this will be available in the DR infrastructure.	4 hours	

4.2.2 "Availability" in this paragraph 4.2 and in paragraph 5 refers to Availability of the Cloud Desktop Service infrastructure only; loss of Service due to failure of any part of the customer's equipment is specifically excluded.

5 Fee Credits

5.1 Any Fee Credits which fall due pursuant to this paragraph 5 are payable subject to and in accordance with the Conditions.

5.1.1 A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

5.1.2 "Monthly Charge" means the recurring Charges for the relevant Service component for the relevant calendar month, net of VAT.

5.1.3 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including planned maintenance.

5.1.4 "Non-Availability" means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 4.2 above.