Pulsant

SERVICE SCHEDULE

MANAGED WEB SERVER

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

1.1   **"Managed Web Server"** – a Web Server managed by the Supplier on the Customer's behalf for the Customer's own business needs.

1.2   **"Operating System", "OS"** – a software system designed to run directly on physical or virtual hardware which manages the hardware state and allows running of additional application software.

1.3   **"Pulsant Cloud Backup"** – a backup service provided by the Supplier, described in the document "Pulsant Service Description - Cloud Backup".

1.4   **"Server"** – a physical or virtual server managed by the Supplier on the Customer's behalf entirely for the Customer's own business needs.

2   Managed Web Server – Service Scope and Description

2.1   Pulsant Managed Web Server Service provides management of web sever software and the Server hardware and associated Operating System layer on which the software runs.

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   Managed Web Server 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   Managed Web Server Services are 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 Managed Web Server Service must be hosted on a physical or virtual Server platform within a Supplier or partner datacentre with a supported version of the Windows Server or Linux Operating Systems running on the Server; the Supplier will manage the Server and Operating System to the following extent:

2.5.1   Install and configure the Operating System.

2.5.2   Monitor the Operating System health and remediate issues, notifying the Customer where appropriate. Monitoring includes:

2.5.2.1 Network availability

2.5.2.2 CPU usage

2.5.2.3 Memory usage

2.5.2.4 Disk capacity

2.5.3   Apply regular Operating System and software updates on a schedule selected by the Supplier.

2.5.3.1 Allow customisation of the update schedule by the Customer.

2.5.4 Install and manage system services included within the Server Operating System. This includes the core features and roles, and the services they require (for example, the FTP service).

2.5.5 Where available, monitor the system service to ensure that it is running.

2.5.6 Where Pulsant Cloud Backup protects the Server, perform backup configuration and maintenance in line with the Pulsant Cloud Backup - Managed Capacity service.

2.5.7 Re-install the Operating System following a failure of an underlying physical or virtual Server provided by the Supplier.

2.5.7.1 Re-installation will include any of the Supplier's backup or management agents, any previously-installed Operating System updates, and any software that was installed by the Supplier during the build stage.

2.5.8 Perform major upgrades of managed software to the latest supported version, including service packs.

2.5.9 Make configuration changes to help prevent recurring problems or improve security.

2.6 The Supplier will perform the following activities:

2.6.1 Install the web server Service, which will be selected by the Customer from the following supported options:

2.6.1.1 Apache

2.6.1.2 Nginx

2.6.1.3 Microsoft IIS

2.6.2 Provide a configuration for the web server optimised for according to the Supplier's best practice.

2.6.3 Install and support the following components from approved sources:

2.6.3.1 PHP

2.6.3.2 PHP-fpm

2.6.3.3 .net framework (Windows only)

2.6.3.4 asp.net (Windows only)

2.6.4 Monitor the availability of the web server and respond if the Service becomes unavailable.

2.6.5 Monitor the performance of the web server and analyse performance data to aid anticipation of and responses to any Service issues.

2.6.6 Alert the Customer and make appropriate recommendations regarding any abnormalities highlighted by availability and performance data gathered.

2.6.7 Upon failure of the Service, investigate and repair the web server or supported components within the scope of this Service.

2.6.8 Apply updates to the web server software upon request and security updates on an agreed schedule.

2.6.9 Where Pulsant Cloud Backup protects the Server, perform backup configuration and maintenance in line with the Pulsant Cloud Backup - Managed Capacity service.

2.6.10 Secure the web server in line with Supplier's best practice.

2.7 The Service specifically excludes:

2.7.1 Training to the Customer on the functionality and use of the web server software.

2.7.2   Support for third-party tools or environments dependent on third-party tools (e.g. replication technologies).

2.7.3   Deployment or support of Customer-owned web applications.

2.8   The Customer is responsible for ensuring that the Service does not interfere with operation of other services not managed by the Supplier, for example managed patching schedules that conflict with other critical activities elsewhere within the Customer's infrastructure.

2.9   The Supplier will be the sole administrators of the Server, and no Server administration activities will be performed by the Customer or any other party without the knowledge and express agreement of the Supplier.

2.10   Management of the Customer's Active Directory, including the creation of group policies, is the responsibility of the Customer, unless the Active Directory is managed by the Supplier under the terms of a separate service.

2.11   All installation and configuration of third-party applications, including all Linux applications not found within the Base and EPEL repositories, is the responsibility of the Customer.

2.12   The Supplier will not be responsible for security vulnerabilities within the Customer's operations or Customer-managed applications or infrastructure.

3   Service Levels

3.1   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	• 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	• 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	• Service degraded, affecting non-production services; or • Loss of service affecting a single user	Business Hours	Within 1 Hour
P4	• Degraded service affecting a single user	Business Hours	Within 2 Hours
P5	• Request for information	Business Hours	Within 4 Hours

3.2   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 which defines the SLA for the Managed Web Server service.

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability: Standard	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	99.84%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Availability: Resilient Solution	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

4   Fee Credits

4.1   Any Fee Credits which fall due to paragraph 3.2 above are payable subject to and in accordance with the terms contained in the Conditions.

4.2   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.

4.3   "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.

4.4   "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 3.2 above.

4.5   "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.

4.6   "Availability" refers to Availability of the Managed Database Service infrastructure only; loss of Service due to failure of any Customer or third-party infrastructure beyond the Supplier's control is specifically excluded.