SERVICE SCHEDULE

PULSANT AZURE

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　　**"Appliance"** — A collection of hardware devices and software which form a Dedicated Azure Stack.

1.2　　**"Azure Public Cloud", "Azure"** — Microsoft's public cloud computing platform, providing a range of cloud services and applications.

1.3　　**"Dedicated Azure Stack"** — An Appliance installed in the Supplier's datacentre, the Customer's premises, or some other agreed location, which is dedicated to one customer and provides the Customer with a subset of the functionality provided by the Azure platform.

1.4　　**"Health"** — A Microsoft measure of the performance and availability of Azure resources, reported as Available, Unavailable, Degraded or Unknown.

1.5　　**"Multi-Tenanted Azure Stack"** — An Appliance installed in the Supplier's datacentre which is shared between multiple customers and provides the Customer with a subset of the functionality provided by the Azure platform.

2　　Pulsant Azure — Service Scope and Description

2.1　　The Pulsant Azure Service provides advice, best-practice guidance, support, and billing management for the Customer's Microsoft Azure estate.

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 Azure Service is 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 Azure 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　　In agreeing to this Service Schedule the Customer confirms that it has also read and accepted the terms set out in the Microsoft document "Microsoft Cloud Agreement" as found at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_ENG_Sep20172_CR.pdf as may be amended by Microsoft from time to time.

2.6　　The Customer will authorise the Supplier to have delegated admin rights to the Customer's Azure tenant and the Supplier will retain those rights for so long as the Contract remains in force.

2.7　　The Service provides a management and support layer for the Customer's Azure platform, which may be one of the following:

2.7.1　Azure Public Cloud.

2.7.2　Multi-Tenanted Azure Stack.

2.7.3　Dedicated Azure Stack.

2.8　　The Supplier will:

2.8.1　Provide the required tenants and subscriptions in Azure on which Azure services can be provisioned.

2.8.2　Attach existing Azure subscriptions, subject to agreement, to consolidate them into the new single billing arrangement, as defined in the specific solution design agreed with the Customer.

2.8.3　Create and manage Azure subscriptions for the Customer.

2.8.4　Consult with the Customer to set appropriate resource usage thresholds.

2.8.5　Monitor resource usage and alert the Customer when thresholds are approached or exceeded.

2.8.6　Set up and manage the Customer's Azure Active Directory (AAD).

2.8.7　Advise on the best-practice onboarding of users into Azure Active Directory (AAD).

2.8.8　Advise on best-practice management for network components, including:

2.8.8.1　Network Security Group configuration.

2.8.8.2　Virtual network configuration.

2.8.8.3　VPN gateway configuration.

2.8.9　Manage and deliver billing for all Azure services in a single consolidated invoice.

2.8.10　Act as a single point of contact for billing enquiries.

2.8.11　Act as a single point of support for all of the Azure services that the Supplier provides as the Customer's Microsoft Cloud Solution Provider.

2.9　The Supplier will not:

2.9.1　Take any proactive measures to reign in costs on the Customer's behalf or perform cost-optimisation activities.

2.9.2　Integrate the Azure tenant with the Customer's existing Active Directories as part of this service. If this is required, the Supplier is able to provide it through a Professional Services engagement which would scope, cost and deliver the integration.

2.9.3　Perform any sync of AAD with existing Active Directories, except as a chargeable Professional Services engagement.

2.9.4　Perform any configuration or management of the Customer's network components.

2.9.5　Provide any management of the Customer's Azure infrastructure.

2.9.6　Design, set up, or configure the Customer's Azure infrastructure.

2.9.7　Provide a dashboard to show the availability status of the Customer's Azure resources.

2.9.8　Apply or manage Azure security policies, such as enabling Azure storage encryption.

2.9.9　Secure network traffic.

2.9.10　Apply resource protection policies.

2.9.11　Apply governance policies, such as restricting deployment to specific Azure regions.

2.9.12　Define or apply a resource tagging scheme.

2.10　The Customer is responsible for carrying out all deployment, configuration, and management of Azure services not provided by the Supplier. The Supplier may take on these tasks as additional services or bespoke Professional Services engagements, outside the scope of this Service.

2.11   The Customer is responsible for the security and availability of all elements of their Azure-based IT not designed or built by the Supplier. For example, data loss or corruption due to a failure of a software application installed by the customer, or due to user error, is the Customer's responsibility.

2.12   The Supplier shall not be liable for the availability and security of any Customer data held in Azure, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Customer by the Supplier.

3   Service Levels

3.1   The Supplier will use its reasonable endeavours to deliver the following Response Times, Fix Times and Availability as classified in the tables below.

3.2   Incident Response Times

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

3.3   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.

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability — Admin, billing and support	% 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
Availability — Azure tenant	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	This service mirrors the applicable availability targets as provided by Microsoft Azure: https://azure.microsoft.com/en-gb/support/legal/sla/	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Availability — Azure services	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	Not guaranteed by this Service.	Not payable.

3.4   Fee Credits

3.4.1   Any Fee Credits which fall due pursuant to paragraph 3.3 above are payable subject to and in accordance with the terms contained in the Conditions.

3.4.2   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.

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

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

3.4.5   "Non-Availability" means a period of time during which the relevant Services is unavailable in breach of the Target Availability Service Level set out in paragraph 3.3 above.