

SERVICE SCHEDULE

PULSANT MANAGED AWS

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 **“Amazon Web Services”, “AWS”** — Amazon’s public cloud computing platform, providing a range of cloud services and applications.
- 1.2 **“AWS Services”** — Functionality provided by the AWS cloud platform, as described in the published AWS service documentation; these services are provided directly by Amazon and their availability and capabilities are not under the control of the Supplier.
- 1.3 **“VM”** — a virtualised Server environment; assumed, for the purpose of this Service Schedule, to be running on an AWS platform.

2 Pulsant Managed AWS — Service Scope and Description

- 2.1 The Pulsant Managed AWS Service provides a Supplier-managed, AWS-based infrastructure for the Customer’s IT solutions.
- 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 Managed AWS 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 Managed AWS 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 AWS platform is provided and maintained by Amazon. The Supplier will not be responsible for the failure of any AWS performance or availability SLAs that are provided by Amazon.
- 2.6 The Supplier will:
 - 2.6.1 Design, set up, and configure a secure AWS-based infrastructure for the Customer.
 - 2.6.2 Provide AWS operational support, including on-call support.
 - 2.6.3 Perform problem logging, triaging, and resolution.
 - 2.6.4 Perform pro-active infrastructure monitoring, alerting and notification.
 - 2.6.5 Provide Customer access to the Supplier’s IT service management tool, with a bespoke branded Customer portal if required.
 - 2.6.6 Provide AWS identity and access management.
 - 2.6.7 Perform pre-approved preventative maintenance activities, including but not limited to:
 - 2.6.7.1 Re-provisioning of unhealthy nodes
 - 2.6.7.2 Disk clear-up and expansion.

- 2.6.8 Perform patching of AWS infrastructure in line with vendor recommendations and in response to vendor alerts.
- 2.6.9 Provide a single point of contact for the support of all AWS services provided through the Supplier.
- 2.6.10 Provide support and guidance for all items that fall within the scope of the Service.
- 2.6.11 Manage all Service incidents through to resolution.
- 2.6.12 Provide a portal for the Customer to log incidents and track incident progress.
- 2.6.13 Monitor the Service and respond to Service issues and events as they arise.
- 2.6.14 Monitor the Customer's AWS infrastructure for performance and capacity management. Monitoring will include the following infrastructure items:
 - 2.6.14.1 CPU utilisation
 - 2.6.14.2 Memory utilisation
 - 2.6.14.3 Disk utilisation
 - 2.6.14.4 Network throughput and latency
- 2.6.15 Provide recommendations, based on monitoring and performance reviews, to ensure healthy operation of the Customer's AWS Services.
- 2.6.16 Provide a regular service report, monthly unless agreed otherwise with the Customer.
- 2.6.17 Provide AWS service billing and cost breakdown every month, or as agreed with the Customer.
- 2.6.18 Define consumption and spending thresholds in consultation with the Customer and regularly review the customer's consumption to ensure the best cost model is being followed.
- 2.6.19 Define and document standard operating procedures for any bespoke operational support tasks requested by the Customer and agreed to by the Supplier.
- 2.6.20 Perform backups of the Customer's AWS VMs using standard AWS Backup functionality.
- 2.6.21 Document the solution in a service design package document which will be provided to the Customer.
- 2.7 The Supplier will not:
 - 2.7.1 Provide education on how to operate AWS services.
 - 2.7.2 Configure or perform application monitoring.
- 2.8 The Supplier may provide any of these optional services, at additional cost, as agreed with the Customer and stated on the Order Form:
 - 2.8.1 An enhanced monthly service report including a comprehensive list of SLAs, service-related KPIs, and optimisation reports.
 - 2.8.2 Consolidated log management.
 - 2.8.3 Privileged Access Management functions.
 - 2.8.4 Deployment and support of enhanced security services on the Customer's AWS infrastructure.
 - 2.8.5 Development of bespoke additional monitoring templates.
 - 2.8.6 Consultancy services, scoped and agreed with the Customer.

- 2.9 The Supplier shall not be liable for problems or delays caused by third-party applications during Service on-boarding, nor guarantee that every third-party application can be migrated to the AWS platform.
- 2.10 The Supplier shall not be liable for the integrity of any Customer data held in AWS, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Customer by the Supplier.
- 2.11 The Customer shall be responsible for ensuring that their data is legally and contractually allowed to be hosted in AWS, taking into account the geographic location of the data storage.
- 2.12 The Customer shall be responsible for the security and integrity of all elements of their AWS-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.

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	<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

- 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.

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability	% of the service hours during which service availability is guaranteed (excluding planned maintenance)	<p>This service mirrors the applicable availability targets as provided by AWS.</p> <p>Resilient solutions may be created which elevate this availability level.</p> <p>Solution availability will be based on the chosen components and any identified dependencies, and detailed in the customer's solution design document.</p>	Pro rata proportion of the Monthly Charges for any Non-Availability Period

4 Fee Credits

- 4.1.1 Any Fee Credits which fall due pursuant to paragraph 3.2 above are payable subject to and in accordance with the terms contained in the Conditions.
- 4.1.2 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.

- 4.1.3 "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.
- 4.1.4 "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 3.2 above.
- 4.1.5 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.