SERVICE SCHEDULE

PULSANT MANAGED 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 Managed Azure — Service Scope and Description

2.1   The Pulsant Managed Azure Service provides a Supplier-managed, Azure-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 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 Managed 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 Service provides the Customer with Azure services with a management and support layer for the Customer's Azure platform, which may be one of, or some combination of, the following:

        2.6.1   Azure Public Cloud.

        2.6.2   Multi-Tenanted Azure Stack.

        2.6.3   Dedicated Azure Stack.

2.7   The Supplier will:

2.7.1 Design, set up, and configure a secure Azure-based infrastructure for the Customer in accordance with best-practice guidelines.

2.7.2 Create and manage the Microsoft Azure tenant accounts and Azure subscriptions which are required for virtual servers, networks and storage to be provisioned on Azure.

2.7.3 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.

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

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

2.7.6 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.

2.7.7 Provide support for Azure Health issues, investigate the cause of problems, and facilitate the fixing of any identified problems.

2.7.8 Provide a dashboard to show the Health of the Customer's Azure resources.

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

2.7.10 Create bespoke Role Based Access Control Groups in AAD.

2.7.11 Provide best-practice implementation and management for network components, including:

2.7.11.1 Network Security Group configuration.

2.7.11.2 Virtual network configuration.

2.7.11.3 VPN gateway configuration.

2.7.12 Apply and manage jointly agreed Azure-specific security policies, such as enabling Azure storage encryption.

2.7.13 Secure network traffic where appropriate to reduce the risk of inbound attack and lateral movement.

2.7.14 Recommend and then apply resource protection policies as agreed with the Customer, to ensure Azure resources cannot be accidentally deleted.

2.7.15 Recommend and then apply governance policies as agreed with the Customer, such as restricting deployment to specific Azure regions.

2.7.16 Define and recommend a resource tagging scheme suitable for the Customer's organisation, and apply the scheme as agreed with the Customer.

2.7.17 Continuously monitor and review the service and make recommendations for change on a quarterly basis as part of the standard service management reviews and reports.

2.7.18 Perform cost optimisation activities, including:

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

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

2.7.18.3 Provide monthly usage trend reports.

2.7.19 Provide regular service management reviews, reports, and recommendations, to be delivered monthly unless otherwise agreed.

2.7.20 Provide infrastructure management reviews and reports and recommendations, to be delivered quarterly unless otherwise agreed.

2.8 If "Server Management" is included as a line item on the Order Form, the Supplier will:

  2.8.1 Provide configuration and support of virtual hardware, storage and network connections including virtual networks.

  2.8.2 Monitor the general Health of the platform to ensure availability and performance is maintained.

  2.8.3 Support virtual servers that fail to boot.

  2.8.4 Install and configure an operating system on each virtual machine.

  2.8.5 Monitor each virtual machine and operating systems to ensure availability and performance is maintained and remediate issues, notifying the customer where appropriate. Monitoring includes:

    2.8.5.1 Network availability.

    2.8.5.2 CPU usage.

    2.8.5.3 Memory usage.

    2.8.5.4 Disk capacity.

  2.8.6 Apply operating system updates in response to vendor availability and Supplier approval.

    2.8.6.1 Allow customisation of the update schedule if required.

  2.8.7 Re-install the operating system following a failure of the underlying virtual server. Re-installation would include:

    2.8.7.1 Any Supplier backup or management agents.

    2.8.7.2 Any previously-installed operating system updates.

    2.8.7.3 Any software that was installed by the Supplier during the build stage.

2.9 The Supplier will not:

  2.9.1 Perform any sync of AAD with existing Active Directories (this can be performed as chargeable work).

  2.9.2 Integrate the Azure tenant with the Customer's existing Active Directories as part of this Service (this can be performed as chargeable work).

  2.9.3 Provide education on how to operate Azure services.

  2.9.4 Perform non-in-place major version upgrades of the operating system (this can be performed as chargeable work).

  2.9.5 Re-install the operating system, unless required by the failure of a server provided by the Pulsant Managed Azure service (this can be performed as chargeable work).

  2.9.6 Provide any support of virtual servers running operating systems that are not supported by the Supplier or Azure.

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 chargeable work 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.

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.

2.13   The Customer should specify the Azure region (location of the cloud-based services and storage) at the time of deployment, from the options made available by Microsoft.

2.14   The Customer may request geo-redundant storage to guard against catastrophic data loss; a copy of the Customer's data will be stored in a separate geographical region chosen by Microsoft.

2.15   It is the Customer's responsibility to ensure that their data is legally and contractually allowed to be hosted in the chosen region or regions.

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.