

SERVICE SCHEDULE

PULSANT MANAGED SWITCH

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 **“Failover Pair”** – A pair or group of two or more identical Switches configured to work together such that with the failure of one device a second device automatically continues to provide the Service. Also referred to as High-Availability Pair.
- 1.2 **“Switch”, “Network Switch”** — A component of an IT networking solution, providing connectivity between the various elements of the infrastructure.

2 Pulsant Managed Switch — Service Scope and Description

- 2.1 The Pulsant Managed Switch Service provides the Customer with the use of a physical Network Switch solely for the Customer’s use and managed by the Supplier.
- 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 Switch 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 Switch 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 retains ownership of the Switch, providing it to the Customer for use on a subscription basis.
- 2.6 The Managed Switch Service is offered as either a fully hosted solution where the Switch is housed in one of the Supplier’s own data centres, or an on-premise solution where the Customer hosts the Switch in their own facility or a third-party data centre of their choice, as set out in the Order Form.
- 2.7 The Customer will be provided with either a single Switch or a Failover Pair of Switches, as set out in the Order Form.
- 2.8 Within the scope of this Service, the Supplier will:
 - 2.8.1 Perform initial Switch configuration of:
 - 2.8.1.1 Physical interface or virtual network interface.
 - 2.8.1.2 VLAN logical interface.
 - 2.8.1.3 Routing in layer 3 deployments (interface routes plus up to 5 additional routes).
 - 2.8.1.4 Failover Pair functionality, if specified.
 - 2.8.2 Perform on-going change management of the Switch, to include:
 - 2.8.2.1 Changes to the network configuration as required.
 - 2.8.2.2 Configuration of new VLANs at the Customer’s request.

2.8.2.3 Changes to the routing configuration as required.

2.8.3 Perform software updates as follows:

2.8.3.1 Firmware upgrades of the Switch or its management components, as recommended by the Switch vendor.

2.8.3.2 Software upgrades of the Switch or its management components, as recommended by the Switch vendor.

2.8.4 Perform on-going diagnostics as follows:

2.8.4.1 Continuous performance and availability monitoring.

2.8.4.2 Diagnose faults with the Switch.

2.8.4.3 Diagnose connectivity, across the Supplier's managed infrastructure only.

2.8.5 Conduct performance analysis of:

2.8.5.1 Switch throughput.

2.8.5.2 CPU usage.

2.8.5.3 Connection throughput (number of connections).

2.9 The Supplier will not, as part of this Service:

2.9.1 Provide education around the use of the Switch or management interfaces.

2.9.2 Perform diagnosis of issues that involve infrastructure not managed by the Supplier.

2.10 Where the Supplier does not manage all parts of the Customer's infrastructure, the Supplier's attempts to diagnose issues with the Service will halt at the Supplier providing reasonable proof that the fault lies within the un-managed infrastructure.

2.11 If the Switch is installed on Customer's premises or a third-party data centre nominated by the Customer, the Customer is responsible for providing:

2.11.1 Redundant power adequate for powering the Switch at peak consumption.

2.11.2 Air-conditioning adequate for cooling the Switch at sustained peak load, including appropriate humidity management.

2.11.3 Physical security for the Switch.

2.11.4 Permanent out-of-band management connectivity to the device to allow remote management by the Supplier's engineers.

2.11.5 Appropriate access and co-operation for hardware engineers should on-site maintenance be required.

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	<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

3.3 Service Availability — Hosted Service

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability: Single Device	% 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: Failover Pair	% 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
Hardware Fix	The period of time after diagnostics confirm hardware replacement is required to action the hardware replacement.	5 hours	Pro rata proportion of the Monthly Charges for any Non-Availability Period

3.4 Service Availability — On-Premise Service

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the service and SLA is provided	24/7/365	
Availability: Single Device	% 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: Failover Pair	% 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
Hardware Fix	The period of time after diagnostics confirm hardware replacement is required to action the hardware replacement.	5-hours on-site engineer	Pro rata proportion of the Monthly Charges for any Non-Availability Period

3.4.1 In the event that the Supplier considers that the Customer has failed to meet any of its responsibilities with regard to the provision of a hosting environment with adequate power, cooling, security, or management connectivity, then these SLAs shall not apply.

3.5 Fee Credits

- 3.5.1 Any Fee Credits which fall due pursuant to paragraphs 3.3 or 3.4 above are payable subject to and in accordance with the terms contained in the Conditions.
- 3.5.2 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.
- 3.5.3 "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.
- 3.5.4 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.
- 3.5.5 "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 paragraphs 3.3 or 3.4 above.