

SERVICE SCHEDULE

MANAGED HOSTED APPLICATIONS

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 **"Hypervisor"** – the software and service layer provided by the Supplier to deliver one or more Virtual Machines on a single server hardware platform in order to deliver a secure virtual hosting platform, predominantly for the Managed Hosted Applications;
- 1.2 **"Managed Hosted Applications"** – the business-line applications to be delivered on a hosted basis which allows the Customer to access and use these applications remotely, whether securely via a VPN, or via a web or other Customer software tool. The Managed Hosted Applications will be agreed in the Order Form and may consist of Microsoft Exchange, the Sharepoint and Dynamics families of application servers, Office Communication Server (OCS), or other third party applications;
- 1.3 **"Managed Hosted Applications Services"** – the services of the Supplier which provide the technology layer to deliver the Managed Hosted Applications to the Customer on Virtual Machines as described more fully on the Supplier's Website;
- 1.4 **"Virtual Machine(s)"** – an operating system and the Managed Hosted Applications or Customer-managed applications sitting on that system that reside on a Hypervisor, which allows for more than one virtual implementations of that system and application software to reside on the same hardware platform;.

2 Right to use Managed Hosted Applications and Network Equipment

- 2.1 The Supplier grants to the Customer the right for so long as the Contract remains in force to:
 - 2.1.1 use the Managed Hosted Applications delivered using either Virtual Machine Services or a Hypervisor platform for the purposes of running services into their business. Customers, or other related parties, have remote administrator and user-level access in accordance with the terms of the Contract and the Supplier security and access policies and procedures at the specified Co-location Facility, and for use of the operating environment and software upon which the Hypervisor platform at the Supplier, Dedicated Hosting Services, and / or any Network Equipment reside; and
 - 2.1.2 run the Managed Hosted Applications subject to payment by the Customer of the Supplier's Charges for installation and support Services calculated at its rates as set out in the Order Form or as subsequently agreed with the Customer from time to time. In default of agreement, the Supplier may charge for these services at its then prevailing rates; and
 - 2.1.3 provide hosting CPU, memory and disk resources on a dedicated basis or within the Hypervisor platform to the specification agreed in the Order Form.
- 2.2 Installation of the Managed Hosted Applications, Virtual Machines and / or any Network Equipment shall be carried out by the Supplier at the rates of charge set out in the Order Form. Following installation of the

Managed Hosted Applications, Virtual Machines and / or any Network Equipment the Supplier will connect the Managed Hosted Applications, Virtual Machines and / or any Network Equipment to the internet, via the Supplier Network unless otherwise requested not to. To be clear, the Customer agrees that it is not permitted to make such connection.

2.3 The following provisions also apply to the Managed Hosted Applications, Virtual Machine and / or any Network Equipment:

2.3.1 The Customer may have administrative access and privileges, and access to the Hypervisor or Virtual Machine and any hosted applications via FTP and Windows Remote Desktop (Terminal Services);

2.3.2 The exact supported versions of the operating system, code libraries and individual software applications, along with the default configuration parameters will be specified and published by the Supplier from time to time on the Supplier's Website. If the Customer requires alternative versions of the relevant operating system, applications or individual libraries, this may be installed, configured and managed on a bespoke basis at the Supplier's prevailing rates from time to time or as agreed in the Order Form.

2.4 Other Customer applications or Daemons may be run in the normal user space using high TCP/UDP port numbers on agreement with the Supplier. For the avoidance of doubt, such applications or Daemons shall not be supported by the Supplier unless otherwise explicitly stated. The Supplier reserves the right to apply process limits to protect the stability of the Managed Hosted Application Service where appropriate.

3 The Supplier's obligations in respect of the Managed Hosted Applications and/or Network Equipment

3.1 The Supplier will provide the Customer with the following:

3.1.1 the Managed Hosted Applications, Virtual Machine and / or any Network Equipment, which will be maintained in good working order for so long as it is located in the specified Co-location Facility in accordance with the Contract and Good Industry Practice;

3.1.2 connectivity from the Managed Hosted Applications, Virtual Machine and / or any Network Equipment to the global internet, private VLANs in the Co-location Facility, or other relevant WAN connectivity as requested on the Order Form, some of which services may be ordered on a separate Order Form;

3.2 In the event of loss of an operable system or application as a result of hardware or other failure, the Supplier will resolve the issue and provide a new base operating system and application install, in the same manner as a newly provisioned Managed Hosted Application. In the event of loss of an operable operating system not as a result of hardware failure (e.g. as a result of Customer mis-configuration), the Supplier will provide a new base operating system install on a bespoke basis subject to the payment of Charges at the Supplier's then prevailing rates. Configuration, management and support of backup and/or replication services are included subject to the Customer electing to purchase such Services alongside the Managed Hosted Applications. Initiation of restoration of data from backup will be performed within 60 minutes of Customer request or agreement (in the event of the Supplier detecting a fault) with restoration of service dependent on the volume of data. Replication will allow for failover from the primary to secondary platform within 60 minutes of Customer request or agreement (in the event of the Supplier detecting a fault) or sooner if an automated failover solution is selected, and data will be replicated according to the snapshot interval as agreed with the Customer at time of provisioning.

- 3.3 The Supplier will monitor the IP network interface to the Virtual Machine and / or Network Equipment if the Supplier is provided with suitable access through firewalls or other devices. The Service Levels, where appropriate, for IP transit or other network services may only be upheld in the event that suitable monitoring by the Supplier is possible. By firewalling the Supplier monitoring tools, the Customer is explicitly relinquishing the rights to the relevant Service Levels.
- 3.4 The Supplier will use reasonable endeavours to provide the Customer with an appropriate physical environment for the Managed Hosted Applications, Virtual Machine and / or any Network Equipment including air conditioning and humidity control.
- 3.5 The Supplier will use best endeavours to provide the Customer with a 24x7x365 secure environment with a fully manned site, perimeter vibration sensors, CCTV, proximity card access control system, argonite fire suppression system (technical details and choice of fire suppression materials will vary according to the Customer choice of Co-location Facility).
- 3.6 The Supplier will perform, at the beginning of the Contract, the initial installation of the chosen operating system and Managed Hosted Applications as specified on the Order Form and the following may be provided:
- 3.6.1 a reasonable number of changes to the user accounts on the Managed Hosted Applications, Virtual Machine and / or any Network Equipment (e.g. VPN remote access users);
 - 3.6.2 the configuration and management of relevant backup of the relevant directory and file paths on install and will monitor the verification output thereafter.
- 3.7 The Supplier reserves the right to charge administrative fees for additional configuration requests that are unreasonable in volume or nature.
- 3.8 The Customer acknowledges that the Supplier will only be able to install and support the operating system, Managed Hosted Applications and library code on the Supplier supported hardware platforms, the exact brand and nature of which are available in writing to the Customer on request.
- 3.9 As part of the Managed Hosted Applications service, the following applies to configuration changes
- 3.9.1 Once in service, the Supplier will make simple configuration changes to the operating system and supported services within 24 hours of receiving a written request from the Customer Nominated Contact.
 - 3.9.2 Where a change request is determined to be a complex change, a formal change control document will be agreed with risks and a roll back plan, and works scheduled at a mutually agreed time between the Customer and Supplier. Such requests will be actioned during normal Business Hours. Configuration changes may be made outside these hours, on request by the Customer and may be charged at the Supplier's prevailing rates as set out in the Order Form, or as communicated by the Supplier to the Customer from time to time.
 - 3.9.3 The Supplier reserves the right to charge administrative fees for additional configuration requests beyond the average volumes per month referenced in the Acceptable Use Policy, as published on the Pulsant website.
- 3.10 The Supplier will monitor the Virtual Machine's main resources continually: processor load, memory utilisation and, disc usage using a suitable monitoring tool.

- 3.11 The Supplier will monitor relevant test applications on a 24x7x365 basis to ensure the Managed Hosted Applications Services are operational. The Supplier will monitor service response speed and latency for web services only.
- 3.12 Should any Managed Hosted Application fail testing specified in paragraphs 3.10 and **Error! Reference source not found.**, the Supplier will take immediate action to diagnose and rectify the fault. If the fault is caused by any other application than those specifically managed by the Supplier, the Customer's nominated technical contact will be contacted during Business Hours. Outside Business Hours, the Supplier will contact the Customer's nominated 24x7 contact, where such contact has been communicated to the Supplier.
- 3.13 The Supplier will apply non-urgent hot fixes, service packs and updated versions of packages as supplied by the vendor of the operating system or Managed Hosted Applications in a timely manner and in coordination with the Customer, with a minimum notice period of five (5) Business Days.
- 3.14 In the event of the need to apply critical level or security Hotfixes from the relevant operating system or application vendor, the Supplier reserves the right to upgrade the relevant software without prior notification to the Customer where the Supplier reasonably considers this is required due to the urgent nature and security implications of the updates in question.
- 3.15 The Supplier will contact the Customer to confirm that the upgrade has been applied successfully and to confirm with the Customer that no Services have been disrupted by the upgrade. If there has been an issue with any upgrade which affects Customer applications or web applications, the Supplier will roll-back the upgrade (where reasonably practicable to do so), and will use all reasonable efforts to provide the Customer with the technical information needed to resolve the relevant problems in advance of a further scheduled upgrade which must take place within two (2) Business Days. The Supplier will not accept responsibility however for any code modification or updates needed to Customer applications in such an event.
- 3.16 The Managed Hosted Applications, Virtual Machine and / or any Network Equipment will have a default ACL (Access Control List) based firewall applied. If more flexible ACL list and/or stateful inspection, deep packet, or other forms of firewalling are required, they will be indicated on the Order Form and delivered as a Managed Hosted Applications Services by the Supplier.
- 3.17 Where the Customer has selected or is receiving Managed Router/Firewall Services from the Supplier, all inbound and outbound traffic on the firewall will be completely blocked by default. Customers must specify rules on the Order Form for the service, including inbound/outbound IP address/subnet and port that they require opening. Up to fifteen (15) rules are included in the Charges. Any additional rules are subject to additional charges as set out in the Order Form or otherwise at the Supplier's prevailing rates of charge. The Customer may request in writing up to four (4) changes to the configuration per month. This policy ensures that there is always a written record of the Customer requesting firewall rules opened. The hosted firewall includes setup of stateful inspection Firewalling, DoS/DDoS protection, malformed packet protection, flood attack detection and anti-probing (port and address scan detection).
- 3.18 Any additional support or configuration services not provided as part of the Contract may be provided by the Supplier to the Customer at the prevailing pricing rates set out in the Order Form, or as communicated by the Supplier to the Customer from time to time on request.
- 4 The technology layer is supported by the Supplier as part of the Managed Hosted Applications Services, but any business logic, consultancy or setup of the Managed Hosted Applications to suit the Customer's

specific requirements is not part of the Managed Hosted Applications Services and will be carried out under separately agreed consultancy terms.

5 Service Levels

5.1 The supplier will use its reasonable endeavours to deliver the following Response Times and Fix Times respectively in respect of Events as classified in the tables below.

5.2 Incident Response Times

Event Type	Service Hours	Response Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes measured during Business Hours

5.3 Hardware Fix Times

Event Type	Service Hours	Fix Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 4 hours
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 8 hours
Routine	24/7/365	Within 24 hours

6 Service Availability

	Service Hours	Target Availability	Fee Credits
Target Availability for each Component of a Non-Resilient Solution	24/7/365 (Issue must be notified by telephone)	99.87%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Target Availability for each Component of a Resilient Solution	24/7/365 (Issue must be notified by telephone)	100%	5% of the Monthly Charge for every complete 30 Minute Period during the relevant calendar month.

6.1 The above targets relate to the availability of the relevant Component (as defined below), measured on a calendar monthly basis. They are subject to paragraph 8 below and to clause 3.7 of the Conditions.

6.2 In the table above:

6.2.1 “30 Minute Period” means a Non-Availability period of 30 concurrent minutes.

- 6.2.2 “Component” means an item of Customer Equipment which constitutes a component of the Managed Hosted Application Service, such as a Virtual Machine or firewall, which is identified as a Component in the Order Form and for which a separately identified Charge is payable.
- 6.2.3 “Monthly Charge” means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.
- 6.2.4 “Non-Availability” means a period of time during which the relevant Component is unavailable in breach of the Target Availability Service Level set out in the table.
- 6.2.5 Whether the Service selected by the Customer is resilient or non-resilient will be indicated on the Order Form.
- 6.2.6 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.

7 Fee Credits

- 7.1 Any Fee Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with Clause 5 of the Conditions.

8 Planned maintenance

- 8.1 Save in situation which is an Event of Force Majeure or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer’s operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier’s standard procedures which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.