

SERVICE SCHEDULE

MANAGED SERVER

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 **“Pulsant Service Description - Managed Server”** – the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.2 **“Server”** – a physical or virtual server managed by the Supplier on the Customer's behalf entirely for the Customer's own business needs.
- 1.3 **“Operating System”, “OS”** – a software system designed to run directly on physical or virtual hardware which manages the hardware state and allows running of additional application software.
- 1.4 **“Hypervisor”** – a server Operating System designed to run on a physical server (the Host) which provides the ability to securely run one or more Virtual Machines (the Guests.) The Hypervisor ensures each Virtual Machine is entirely segregated from one another and manages resources, using configurable rules, which are available to each.
- 1.5 **“Host”** – a physical server running a Hypervisor which runs and manages Guest Virtual Machines.
- 1.6 **“Guest”** – a Virtual Machine and Operating System which runs on a Host server.
- 1.7 **“Virtual Machine”** – a virtualised server environment running a Guest Operating System including the data files which define the Virtual Machine and those which contain the Virtual Machine's associated virtual disk drives and their data.
- 1.8 **“Pulsant Cloud Backup”** – A backup Service provided by the Supplier, described in the Pulsant Service Description – Cloud Backup document.

2 Managed Server – Service Scope and Description

- 2.1 Pulsant Managed Server Services (as described in the Pulsant Service Description - Managed Server document) provide management of the Server hardware and associated Operating System layer for either a physical or virtual Server provided by the Supplier or one of the Supplier's partners.
- 2.2 The scope of the Services being provided by the Supplier is detailed in the Pulsant Service Description - Managed Server document, which also contains recommended specific considerations under the section “Service Dependencies and/or Related Services”. 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 Server Services are 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 Server Services are 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 Order Form will indicate the level of service being provided to the Customer by listing one of three possible service lines: Patch & Monitor, Managed OS, or Managed Hypervisor. These service lines are as defined in Clauses 2.6, 2.7 and 2.8 below.
- 2.6 If the Service specified on the Order Form includes the Service Line “Managed Server – Patch & Monitor”, the Supplier will provide the Customer with the following level of service:

- 2.6.1 Monitoring of the Operating System health and notifying of the Customer where appropriate.
 - 2.6.2 Application of regular Operating System updates on a schedule determined by the Supplier.
 - 2.6.3 Re-installation of the Operating System following a failure of the underlying physical or virtual Server (if provided by the Supplier) causing loss of the Operating System.
- 2.7 If the Service specified on the Order Form includes the Service Line "Managed Server – Managed OS", the Supplier will provide the Customer with the following:
- 2.7.1 Monitoring of the Operating System health and remediation of issues, notifying the customer where appropriate.
 - 2.7.2 Application of regular Operating System updates on a schedule determined by the Supplier or mutually agreed with the Customer.
 - 2.7.3 Installation and management of software services included within the Service.
 - 2.7.4 Where available for the system services, monitoring of the service running state.
 - 2.7.5 Where Pulsant Cloud Backup protects the Server, backup configuration and maintenance in line with the Pulsant Cloud Backup – Managed Capacity service.
 - 2.7.6 Re-installation of the Operating System following a failure of the underlying physical or virtual Server (if provided by the Supplier) causing loss of the Operating System.
 - 2.7.7 Upgrades of managed software to the latest supported version on request.
- 2.8 If the Service specified on the Order Form includes the Service Line "Managed Server – Managed Hypervisor", the Supplier will provide the Customer with the following:
- 2.8.1 Monitoring of the Hypervisor health and remediation of issues, notifying the customer where appropriate.
 - 2.8.2 Application of regular Hypervisor updates on a schedule determined by the Supplier or mutually agreed with the Customer.
 - 2.8.3 Re-installation of the Hypervisor Operating System following a failure of the underlying physical or virtual Server (if provided by the Supplier) causing loss of the Operating System.
 - 2.8.4 Upgrades of managed software to the latest supported version on request.
- 2.9 Managed Server may optionally be supplied as a resilient solution. This will be stated on the Order Form, if applicable.

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 Type	Service Hours	Response Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 15 minutes
Service Affecting	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes, measured during Business 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.

- 3.2.1 The below table defines the SLA for the Managed Server Service.

Measure	Service Hours	Response Time
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 in clause 5 below)	Standard: 99.84% Resilient Solution: 100%

4 Fee Credits

4.1 Any Fee Credits which fall due pursuant to this Clause 4 are payable subject to and in accordance with Clause 5 of the Conditions.

	Service Hours	Target Availability	Fee Credits
Managed Server – Standard Solution	24/7/365 (Issue must be notified by telephone)	99.84%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
Managed Server – Resilient Solution	24/7/365 (Issue must be notified by telephone)	100%	Pro rata proposition of the Monthly Charges for any Non-Availability Period

4.1.1 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.

4.1.2 “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.

5 Planned Maintenance

5.1 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.

5.2 During the period of Planned Maintenance, the SLAs will not apply.