

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 **“Guest”** – a Virtual Machine and Operating System which runs on a Host Server.
- 1.2 **“Host”** – a physical Server running a Hypervisor which runs and manages Guest Virtual Machines.
- 1.3 **“Hypervisor”** – an 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 that each Virtual Machine is entirely segregated from every other Virtual Machine and manages the resources which are available to each.
- 1.4 **“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.
- 1.5 **“Pulsant Cloud Backup”** – a backup service provided by the Supplier, described in the document “Pulsant Service Description - Cloud Backup”.
- 1.6 **“Pulsant Cloud Backup - Managed Capacity”** – a specific feature of the Pulsant Cloud Backup service, described in the “Pulsant Service Description – Cloud Backup” document.
- 1.7 **“Pulsant Service Description - Managed Server”** – the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.8 **“Server”** – a physical or virtual server managed by the Supplier on the Customer’s behalf entirely for the Customer’s own business needs.
- 1.9 **“Virtual Machine”, “VM”** – 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.

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 management scope of the Services being provided by the Supplier is illustrated 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 four possible Service Lines: Patch & Monitor, Managed OS, Advanced OS, or Managed Hypervisor. These Service Lines are as defined in Clauses 2.6, 2.7, 2.8 and 2.9 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:
- 2.6.1 Install and configure the Operating System.
 - 2.6.2 Monitor the Operating System health and notify the Customer where appropriate. Monitoring includes:
 - 2.6.2.1 Network availability
 - 2.6.2.2 CPU usage
 - 2.6.2.3 Memory usage
 - 2.6.2.4 Disk capacity
 - 2.6.3 Apply regular Operating System updates on a schedule selected by the Supplier.
 - 2.6.3.1 This excludes the application of service packs or major version updates that require human intervention.
 - 2.6.4 Re-install the Operating System following a failure of an underlying physical or virtual Server provided by the Supplier.
 - 2.6.4.1 Re-installation will include any of the Supplier's backup or management agents, as well as any previously-installed Operating System updates.
- 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 Install and configure the Operating System.
 - 2.7.2 Monitor the Operating System health and remediate issues, notifying the Customer where appropriate. Monitoring includes:
 - 2.7.2.1 Network availability
 - 2.7.2.2 CPU usage
 - 2.7.2.3 Memory usage
 - 2.7.2.4 Disk capacity
 - 2.7.3 Apply regular Operating System and software updates on a schedule selected by the Supplier.
 - 2.7.3.1 Allow customisation of the update schedule by the Customer.
 - 2.7.4 Install and manage system services included within the Server Operating System. This includes the core features and roles, and the services they require (for example, the FTP service).
 - 2.7.4.1 Where available, monitor the system service to ensure that it is running.
 - 2.7.5 Where Pulsant Cloud Backup protects the Server, perform backup configuration and maintenance in line with the Pulsant Cloud Backup - Managed Capacity service.
 - 2.7.6 Re-install the Operating System following a failure of an underlying physical or virtual server provided by the Supplier.
 - 2.7.6.1 Re-installation will include any of the Supplier's backup or management agents, any previously-installed Operating System updates, and any software that was installed by the Supplier during the build stage.
 - 2.7.7 Perform major upgrades of managed software to the latest supported version, including service packs.

- 2.7.8 Make configuration changes to help prevent recurring problems or improve security.
- 2.8 If the Service specified on the Order Form includes the Service Line "Managed Server – Advanced OS", the Supplier will provide the Customer with the following:
 - 2.8.1 Install and configure the Operating System.
 - 2.8.2 Monitor the Operating System health and remediate issues, notifying the Customer where appropriate. Monitoring includes:
 - 2.8.2.1 Network availability
 - 2.8.2.2 CPU usage
 - 2.8.2.3 Memory usage
 - 2.8.2.4 Disk capacity
 - 2.8.3 Apply regular Operating System and software updates on a schedule selected by the Supplier.
 - 2.8.3.1 Allow customisation of the update schedule by the Customer.
 - 2.8.4 Install and manage system services included within the Server Operating System. This includes the core features and roles, and the services they require (for example, the FTP service).
 - 2.8.4.1 Where available, monitor the system service to ensure that it is running.
 - 2.8.5 Where Pulsant Cloud Backup protects the Server, perform backup configuration and maintenance in line with the Pulsant Cloud Backup - Managed Capacity service.
 - 2.8.6 Re-install the Operating System following a failure of an underlying physical or virtual server provided by the Supplier.
 - 2.8.6.1 Re-installation will include any of the Supplier's backup or management agents, any previously-installed Operating System updates, and any software that was installed by the Supplier during the build stage.
 - 2.8.7 Perform major upgrades of managed software to the latest supported version, including service packs.
 - 2.8.8 Support or carry out requested and agreed changes to Server and Operating System configurations.
 - 2.8.9 For Linux, install applications from Base and EPEL repositories and provide a working configuration.
 - 2.8.10 For Windows, install applications from Windows Roles and Features and provide a working configuration.
 - 2.8.11 Make configuration changes to help prevent recurring problems or improve security.
- 2.9 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:
 - 2.9.1 Install and configure the Operating System.
 - 2.9.2 Monitor the Operating System health and remediate issues, notifying the Customer where appropriate. Monitoring includes:
 - 2.9.2.1 Network availability
 - 2.9.2.2 CPU usage
 - 2.9.2.3 Memory usage
 - 2.9.2.4 Disk capacity

- 2.9.3 Apply Hypervisor updates in response to vendor availability and Supplier approval.
- 2.9.3.1 Allow customisation of the update schedule by the Customer.
- 2.9.4 Re-install the Operating System following a failure of an underlying physical or virtual Server provided by the Supplier.
- 2.9.4.1 Re-installation would include any of the Supplier's backup or management agents, any previously-installed Operating System updates, and any software that was installed by the Supplier during the build stage.
- 2.9.5 Perform major upgrades of managed software to the latest supported version, including service packs.
- 2.10 The Supplier will not:
- 2.10.1 Re-install client applications or data, unless backed up by the Supplier as part of the Pulsant Cloud Backup service.
- 2.10.2 Perform major version upgrades of the Operating System, except as chargeable work.
- 2.10.3 Support or carry out installation or configuration of third-party applications.
- 2.11 The following activities are outside the normal management scope of the Service but may be performed by the Supplier as chargeable work:
- 2.11.1 Any re-install of the Server or Hypervisor Operating System that is not due to a failure of Supplier owned or managed infrastructure.
- 2.11.2 Installation of major version upgrades to the Server or Hypervisor Operating System.
- 2.12 The Customer is responsible for ensuring that the Service does not interfere with operation of other services not managed by the Supplier, for example managed patching schedules that conflict with other critical activities elsewhere within the Customer's infrastructure.
- 2.13 The Supplier will be the sole administrators of the Server, and no Server administration activities may be performed by the Customer or any other party without the knowledge and express agreement of the Supplier.
- 2.14 Management of the Customer's Active Directory, including the creation of group policies, is the responsibility of the Customer, unless the Active Directory is managed by the Supplier under the terms of a separate service.
- 2.15 All installation and configuration of third-party applications, including all Linux applications not found within the Base and EPEL repositories, is the responsibility of the Customer.
- 2.16 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	Within 15 minutes
Service Affecting	24/7/365	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	99.84%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
Managed Server – Resilient Solution	24/7/365	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.