

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 **“High Availability Pair”, “High Availability Stack”** – A pair or group of two or more identical Switches configured to work together such that with the failure of one Switch a second Switch automatically continues to provide a seamless Service.
- 1.2 **“Pulsant Service Description - Pulsant Managed Switch”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.3 **“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 (as described in the “Pulsant Service Description - Pulsant Managed Switch” document) 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 management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description - Pulsant Managed Switch” 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 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 datacentres, or an on-premise solution where the Customer hosts the Switch in their own facility or a third-party datacentre of their choice, as set out in the Order Form.
- 2.7 The Customer will be provided with either a single Switch or a High Availability Pair or Stack 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 High Availability Pair or Stack 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 If the Switch is installed on Customer's premises or a third-party datacentre nominated by the Customer, the Customer is responsible for providing:
 - 2.10.1 Redundant power adequate for powering the Switch at peak consumption.
 - 2.10.2 Air-conditioning adequate for cooling the Switch at sustained peak load, including appropriate humidity management.
 - 2.10.3 Physical security for the Switch.
 - 2.10.4 Permanent out-of-band management connectivity to the device to allow remote management by the Supplier's engineers.
 - 2.10.5 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 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 tables below.

3.2.1 The below table defines the SLA for the Pulsant Managed Switch service hosted in a Pulsant datacentre.

Measure	Description	Value
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 paragraph 5 below)	Single device: 99.84% High Availability Pair or Stack: 100%
Hardware Fix	Period of time to action hardware replacement after diagnostics confirm that hardware replacement is required	4 hours

3.2.2 The below table defines the SLA for the Pulsant Managed Switch service hosted on customer's premises or a third-party datacentre.

Measure	Description	Value
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 paragraph 5 below)	Single device: 99.84% High Availability Pair or Stack: 100% Excluding factors out of Pulsant's control, such as power and environmental issues.
Hardware Fix	Period of time to action hardware replacement after diagnostics confirm that hardware replacement is required	4-hour on-site engineer

4 Fee Credits

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

	Service Hours	Target Availability	Fee Credits
Managed Switch — Single Device	24/7/365	99.84%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
Managed Switch — High Availability Pair or Stack	24/7/365	100%	Pro rata proposition of the Monthly Charges for any Non-Availability Period

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.

"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.

Non-availability of an on-premise device resulting from factors out of Pulsant's control, such as power and environmental issues, shall not be included in any fee credit calculations.

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.