

SERVICE SCHEDULE

PULSANT AZURE STACK

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 **“Appliance”** — A collection of hardware devices and software which form a Dedicated Azure Stack.
- 1.2 **“Azure Public Cloud”, “Azure”** — Microsoft’s public cloud computing platform, providing a range of cloud services and applications.
- 1.3 **“Dedicated Azure Stack”** — An Appliance installed in the Supplier’s datacentre, the Customer’s premises, or some other agreed location, which is dedicated to one customer and provides the Customer with a subset of the functionality provided by the Azure platform.
- 1.4 **“Health”** — A Microsoft measure of the performance and availability of Azure resources, reported as Available, Unavailable, Degraded or Unknown.
- 1.5 **“Multi-Tenanted Azure Stack”** — An Appliance installed in the Supplier’s datacentre which is shared between multiple customers and provides the Customer with a subset of the functionality provided by the Azure platform.
- 1.6 **“Pulsant Service Description - Pulsant Azure Stack”** — The document which sets out the scope and description of the Services being provided by the Supplier.

2 Pulsant Azure Stack — Service Scope and Description

- 2.1 The Pulsant Azure Stack Service (as described in the “Pulsant Service Description - Pulsant Azure Stack” document) provides the Customer with private Azure-compatible infrastructure running either on their own premises or within a service provider datacentre.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description - Pulsant Azure Stack” 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 Azure Stack 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 Azure Stack 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 In agreeing to this Service Schedule the Customer confirms that it has also read and accepted the terms set out in the Microsoft document “Microsoft Cloud Agreement” as found at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_ENG_Sep20172_CR.pdf as may be amended by Microsoft from time to time.
- 2.6 The Service is offered as either Dedicated Stack or Multi-Tenanted Stack, as specified on the Order Form.
 - 2.6.1 Dedicated Stack provides a dedicated Appliance for the Customer’s sole use, which may be sited in the Supplier’s datacentre, the Customer’s premises, or other agreed location.
 - 2.6.2 Multi-Tenanted Stack is a large-scale, enterprise-level Cloud infrastructure hosted in the Supplier’s own datacentres for the shared use of multiple Customers. The Customer will be allocated its own Azure resources from this shared infrastructure, to the extent specified on the Order Form.

- 2.7 Azure Stack offers a subset of Public Azure IaaS (Infrastructure as a Service) and PaaS (Platform as a Service) services.
- 2.7.1 Azure services currently available in the Supplier's Azure Stack environment are:
- 2.7.1.1 IaaS Virtual Machines (Windows and Linux).
- 2.7.1.2 App Service.
- 2.7.2 When additional services currently available in Azure are made available to Azure Stack by Microsoft, the Supplier will vet these new services and, where appropriate, make them available in the Supplier's Azure Stack environments.
- 2.8 If the Supplier is providing the Customer with a Dedicated Stack Service, the Supplier will:
- 2.8.1 Supply and install a Dedicated Stack hardware Appliance in the Supplier's datacentre, the Customer's premises, or other agreed location.
- 2.8.2 Provide Azure support, to include:
- 2.8.2.1 Provide the required tenants and subscriptions in Azure on which Azure services can be provisioned.
- 2.8.2.2 Attach existing Azure subscriptions, subject to agreement, to consolidate them into the new single billing arrangement, as defined in the specific solution design agreed with the Customer.
- 2.8.2.3 Create and manage Azure subscriptions for the Customer.
- 2.8.2.4 Consult with the Customer to set appropriate resource usage thresholds.
- 2.8.2.5 Monitor resource usage and alert the Customer when thresholds are approached or exceeded.
- 2.8.2.6 Set up and manage the Customer's Azure Active Directory (AAD).
- 2.8.2.7 Advise on the best-practice onboarding of users into Azure Active Directory (AAD).
- 2.8.2.8 Advise on best-practice management for network components, including network security group configuration, virtual network configuration, and VPN gateway configuration.
- 2.8.2.9 Manage and deliver billing for all Azure services in a single consolidated invoice.
- 2.8.2.10 Act as a single point of contact for billing enquiries.
- 2.8.2.11 Act as a single point of support for all of the Azure services that the Supplier provides as the Customer's Microsoft Cloud Solution Provider.
- 2.8.3 If the Order Form includes the Service Line "Pulsant Managed Azure", the Supplier will provide additional Azure support as described in the "Pulsant Service Schedule - Pulsant Managed Azure" document.
- 2.8.4 Perform installation of IaaS/PaaS solutions on Azure Stack (if appropriate), and configure to allow Customer remote administrative access.
- 2.8.5 Configure the Appliance to enable it to operate in the target datacentre and network environment.
- 2.8.6 Provide configuration and support of virtual hardware, storage and network connections, including virtual networks.
- 2.8.7 Perform installation of supported operating systems (if appropriate) and configure them to allow Customer remote administrative access.
- 2.8.8 Provide a single point of billing and first-line billing and subscription support within business hours.

- 2.8.9 Actively monitor the Health of the Appliance, investigate the cause of problems, and facilitate the fixing of any identified problems.
 - 2.8.10 Apply update packages in accordance with Microsoft's schedule and the hardware vendor's schedule.
 - 2.8.11 Perform hardware maintenance of the Appliance when required.
 - 2.8.12 Provide support for Microsoft Cloud Services Health issues and a dashboard to show the Health of the Customer's Microsoft Cloud Services resources.
- 2.9 If the Supplier is providing the Customer with a Multi-Tenanted Stack Service, the Supplier will:
- 2.9.1 Provide the Customer with the contracted level of resources on the Multi-Tenanted Stack infrastructure housed in the Supplier's datacentre.
 - 2.9.2 Provide Azure support, to include:
 - 2.9.2.1 Provide the required tenants and subscriptions in Azure on which Azure services can be provisioned.
 - 2.9.2.2 Attach existing Azure subscriptions, subject to agreement, to consolidate them into the new single billing arrangement, as defined in the specific solution design agreed with the Customer.
 - 2.9.2.3 Create and manage Azure subscriptions for the Customer.
 - 2.9.2.4 Consult with the Customer to set appropriate resource usage thresholds.
 - 2.9.2.5 Monitor resource usage and alert the Customer when thresholds are approached or exceeded.
 - 2.9.2.6 Set up and manage the Customer's Azure Active Directory (AAD).
 - 2.9.2.7 Advise on the best-practice onboarding of users into Azure Active Directory (AAD).
 - 2.9.2.8 Advise on best-practice management for network components, including network security group configuration, virtual network configuration, and VPN gateway configuration.
 - 2.9.2.9 Manage and deliver billing for all Azure services in a single consolidated invoice.
 - 2.9.2.10 Act as a single point of contact for billing enquiries.
 - 2.9.2.11 Act as a single point of support for all of the Azure services that the Supplier provides as the Customer's Microsoft Cloud Solution Provider.
 - 2.9.3 If the Order Form includes the Service Line "Pulsant Managed Azure", the Supplier will provide additional Azure support as described in the "Pulsant Service Schedule - Pulsant Managed Azure" document.
 - 2.9.4 Perform installation of IaaS/PaaS solutions on Azure Stack (if appropriate), and configure to allow Customer remote administrative access.
 - 2.9.5 Provide configuration and support of virtual hardware, storage and network connections, including virtual networks.
 - 2.9.6 Perform installation of supported operating systems (if appropriate) and configure them to allow Customer remote administrative access.
 - 2.9.7 Provide a single point of billing and first-line billing and subscription support within business hours.
 - 2.9.8 Actively monitor the Health of the infrastructure investigate the cause of problems, and facilitate the fixing of any identified problems.
 - 2.9.9 Apply update packages in accordance with the required Microsoft schedule.

2.9.10 Provide support for Microsoft Cloud Services Health issues and a dashboard to show the Health of the Customer's Microsoft Cloud Services resources.

2.10 The Supplier will not:

2.10.1 Perform any migration of existing applications or data to Azure Stack as part of this Service.

2.10.2 Provide education on how to operate the Azure environment.

2.10.3 Provide education on how to operate Azure Resource Manager (ARM) or Azure services.

2.10.4 Provide advisory services.

2.11 If the Customer wishes to deploy Dedicated Azure Stack on their own premises or in a third-party datacentre, the Customer, or the third party on the Customer's behalf, will be responsible for:

2.11.1 Ensuring that all aspects of the environment are suitable for the Appliance's operation, including but not limited to power, cooling, network connectivity, and physical security.

2.11.2 All network security outside the Appliance, including firewalls.

2.11.3 All "remote hands" maintenance of the Appliance (e.g. if hardware replacement is required, it would be the Customer's responsibility to install the replacement hardware shipped to its site).

2.11.4 Maintaining relevant insurance for the Appliance.

2.11.5 Ensuring that the Supplier has access (e.g. by opening firewall ports) to carry out monitoring and management of the Appliance.

2.12 The Customer is responsible for carrying out all deployment, configuration, and management of Azure not explicitly listed in this Schedule. The Supplier may take on these tasks as additional chargeable work or bespoke professional services engagements, outside the scope of this Service.

2.13 The Customer is responsible for the security and availability of all elements of its Azure-based IT not designed or built by the Supplier.

2.14 The Supplier shall not be liable for the integrity of any Customer data held in Azure, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Customer by the Supplier.

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 table below.

3.2.1 The below table defines the SLA for the Pulsant Azure Stack Service.

Measure	Description	Value
Service Hours	The hours during which the service and SLA is provided.	24/7/365
Availability — Dedicated Stack	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below).	99.995%
Availability — Multi-Tenanted Stack	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below).	99.995%
Availability — Tenant	Availability of the Azure Tenant	This service mirrors the applicable availability targets as provided by Microsoft Azure: https://azure.microsoft.com/en-gb/support/legal/sla/
Availability — Azure Services	Availability of Azure services (e.g. Azure VMs) within the tenant.	Not guaranteed by this service.

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
Multi-Tenanted Stack	24/7/365	99.995%	Pro rata proposition of the Monthly Charges for any Non-Availability Period.
Dedicated Stack in Supplier's Datacentre	24/7/365	99.995%	Pro rata proposition of the Monthly Charges for any Non-Availability Period.
Dedicated Stack on Customer's Premises or in Third-Party Datacentre	24/7/365	99.995%	Pro rata proposition of the Monthly Charges for any Non-Availability Period, excluding any Non-Availability Period caused by environmental factors managed by the Customer or third party.
Azure Tenant	24/7/365	The availability target provided by Microsoft: https://azure.microsoft.com/en-gb/support/legal/sla/	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.

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.