

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.

2 Pulsant Azure Stack — Service Scope and Description

- 2.1 The Pulsant Azure Stack Service provides the Customer with private Azure-compatible infrastructure running either on their own premises or within a service provider datacentre.
- 2.2 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 Incident Response Times

Event Priority	Definition	Service Hours	Response Time
P1	<ul style="list-style-type: none"> Total loss of production service; or A significant revenue, operational, or safety impact on the entire company; or Service degraded, affecting the entire company 	24/7/365	Within 15 minutes
P2	<ul style="list-style-type: none"> Partial loss of service affecting the company; or Service degraded, affecting multiple departments or a single site; or There is the potential of significant revenue, operational, or safety impact to the company if not resolved quickly 	24/7/365	Within 30 minutes
P3	<ul style="list-style-type: none"> Service degraded, affecting non-production services; or Loss of service affecting a single user 	Business Hours	Within 1 Hour
P4	<ul style="list-style-type: none"> Degraded service affecting a single user 	Business Hours	Within 2 Hours
P5	<ul style="list-style-type: none"> Request for information 	Business Hours	Within 4 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.

Measure	Description	Value	Fee Credits
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 Error! Reference source not found. below).	99.995%	Pro rata proposition of the Monthly Charges for any Non-Availability Period.
Availability — Multi-Tenanted Stack	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph Error! Reference source not found. below).	99.995%	Pro rata proposition of the Monthly Charges for any Non-Availability Period.
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/	Pro rata proposition of the Monthly Charges for any Non-Availability Period.
Availability — Azure Services	Availability of Azure services (e.g. Azure VMs) within the tenant.	Not guaranteed by this Service.	Not payable.

3.2.1 In the event that the Supplier considers that the Customer has failed to meet any of its responsibilities with regard to the provision of a hosting environment with adequate power, cooling, security, or management connectivity when the Appliance is hosted in the Customer's own or third-party data centre, then these SLAs shall not apply.

3.3 Fee Credits

3.3.1 Any Fee Credits which fall due pursuant to paragraph 3.2 above are payable subject to and in accordance with the terms contained in the Conditions.

3.3.2 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.

3.3.3 "Monthly Charge" means the recurring Charges for the relevant Services for the relevant calendar month, net of VAT.

3.3.4 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.

3.3.5 "Non-Availability" means a period of time during which the relevant Services is unavailable in breach of the Target Availability Service Level set out in paragraph 3.2 above.