

SERVICE SCHEDULE

PULSANT AZURE IAAS SERVICES

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 – Azure IaaS”** – the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.2 **“Azure Cloud Storage”** – disk capacity sold on a per GB basis, provided on the Microsoft Azure Cloud platform, and presented as virtual disks or storage allocations to specified customer Virtual Machine.
- 1.3 **“Pulsant Cloud Connect”** – a solution which provides secure and high-performance VLAN-style connections to multiple public cloud environments from one physical connection.
- 1.4 **“Pulsant Managed Firewall”** – a virtual firewall device used to enforce data security and access policy at the perimeter between two or more networks of differing trust.
- 1.5 **“Virtual Machine(s)”** – an operating system container within the Microsoft Cloud customer tenant with a pre-determined quantity of memory, CPU processing capacity, and Azure Cloud Storage.

2 Azure IaaS Services – Service Scope and Description

- 2.1 Pulsant Azure IaaS (as described in the Pulsant Service Description – Azure IaaS document) gives the Customer access to virtualised resources in which the Customer can operate Virtual Machines.
- 2.2 The scope of the Services being provided by the Supplier is detailed in the Pulsant Service Description – Azure IaaS 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 IaaS 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 Azure IaaS 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 Pulsant Azure IaaS Services are provided from a Microsoft Cloud customer tenant. This tenant represents the customer in the Microsoft Cloud and is considered to be owned by the Customer. Where the customer specifies use of their existing Microsoft Cloud tenant this can be used subject to the Supplier checking for compatibility. Where use of an existing tenant is not specified the Supplier will create a new tenant for the Customer and provide resources from this new tenant.
- 2.6 The Supplier will provide the Customer with the following:
 - 2.6.1 The Pulsant Azure IaaS Service, which will be maintained in good working order in accordance with the Contract and Good Industry Practice.
 - 2.6.2 Connectivity from the Pulsant Azure IaaS Service to the global Internet, private connectivity via Pulsant Cloud Connect, or other relevant WAN connectivity as requested on the Order Form, some of which services may be ordered on a separate Order Form; provision of these services is as described in the relevant service schedule.
 - 2.6.3 Virtual Machine(s) for use by the Customer, which are created by the Customer or the Supplier; the specification of Virtual Machine(s) created by the Supplier is detailed on the Order Form.



- 2.6.4 Management services which control and assure the availability of the resources.
- 2.6.5 Pulsant Azure Cloud Storage resources, which are provided as storage volumes for the allocation to Virtual Machines, as detailed on the Order Form.
- 2.6.6 Virtual Machine networks, to which the Customer's Virtual Machines connect, are logically separated and for the sole use of the Customer.
- 2.6.7 Network perimeter security, which provides protection of the internal, trusted networks from external, untrusted networks, is provided either by Azure Security Groups or by Pulsant Managed Firewall; firewall services may be provided directly by the virtualisation platform or as a separate virtual appliance running on the platform.
- 2.6.8 The initial installation of the chosen approved operating systems as specified and agreed on the Order Form. The installation will be performed by the Supplier once, at the beginning of the contract.
- 2.7 Where diagnostic services are required to identify any issue or potential issue, the Supplier will only provide end-to-end diagnostics if the connectivity and software is entirely managed by the Supplier. If any elements are shown not to be managed by the Supplier, then any end-to-end diagnostic services will be stopped.
- 2.8 In the event of loss of an operable operating system (e.g. catastrophic disk image failure or software failure), where the Supplier has originally deployed the operating system on a Virtual Machine, the Supplier will resolve the underlying issue and provide a new base operating system install, in the same manner as a newly provisioned Virtual Machine. Where the issue was caused by the Customer, the Supplier will provide a new base operating system install on a time and materials basis at its prevailing rates. Where the Supplier is providing a backup service, the Supplier will be responsible for the restoration of the latest backed up configuration and data, and the time taken to restore any Customer data will not be included within the time to fix targets within the Service Levels.
- 2.9 Where Azure IaaS Services are provided on a fixed recurring cost basis as specified on the Order Form. The Supplier reserves the right to additionally charge for:
- 2.9.1 increases in actual consumption versus the consumption model described in the Order Form;
- 2.9.2 changes in base charges for platform resources from the platform vendor.
- 2.10 Where Azure IaaS Services are provided on a consumption basis, the Supplier will charge the Customer monthly, one month in arrears, for resources consumed using the platform vendor's current public pricelist, minus any adjustments specified on the Order Form.
- 2.11 Where services are provided from a particular region that region is shown, using Platform Vendor nomenclature, on the Order Form.

3 Service Levels

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times, Fix Times and Availability as classified in the tables below.

3.2 Incident Response Times

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

3.3 Service Availability

The Service Availability SLA offered by the Supplier is aligned to the relevant SLA from the Platform Vendor.

3.3.1 "Availability" means the percentage of the service hours during which service availability is guaranteed, not including planned maintenance.

3.3.2 "Non-Availability" means a period of time during which there is no Availability for the relevant Component in breach of the Platform Vendor's Target Availability.

4 Fee Credits

4.1 Fee Credits shall be a pro rata proportion of the Monthly Charge for any Non-Availability Period.

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

4.1.2 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.

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

5 Planned Maintenance

5.1 Save in a 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.