SERVICE SCHEDULE

PULSANT AZURE

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"** — The document which sets out the scope and description of the Services being provided by the Supplier.

2   Pulsant Azure — Service Scope and Description

2.1   The Pulsant Azure Service (as described in the "Pulsant Service Description – Pulsant Azure" document) provides advice, best-practice guidance, support, and billing management for the Customer's Microsoft Azure estate.

2.2   The management scope of the Services being provided by the Supplier is illustrated in the "Pulsant Service Description - Pulsant Azure" 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 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 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 provides a management and support layer for the Customer's Azure platform, which may be one of the following:

2.6.1   Azure Public Cloud.

2.6.2   Multi-Tenanted Azure Stack.

2.6.3   Dedicated Azure Stack.

2.7   The Supplier will:

2.7.1   Provide the required tenants and subscriptions in Azure on which Azure services can be provisioned.

2.7.2   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.

2.7.3   Create and manage Azure subscriptions for the Customer.

2.7.4   Consult with the Customer to set appropriate resource usage thresholds.

2.7.5   Monitor resource usage and alert the Customer when thresholds are approached or exceeded.

2.7.6   Set up and manage the Customer's Azure Active Directory (AAD).

2.7.7   Advise on the best-practice onboarding of users into Azure Active Directory (AAD).

2.7.8   Advise on best-practice management for network components, including:

2.7.8.1 Network Security Group configuration.

2.7.8.2 Virtual network configuration.

2.7.8.3 VPN gateway configuration.

2.7.9   Manage and deliver billing for all Azure services in a single consolidated invoice.

2.7.10 Act as a single point of contact for billing enquiries.

2.7.11 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   The Supplier will not:

2.8.1   Take any proactive measures to reign in costs on the Customer's behalf or perform cost-optimisation activities.

2.8.2   Integrate the Azure tenant with the Customer's existing Active Directories as part of this service. If this is required, the Supplier is able to provide it through a Professional Services engagement which would scope, cost and deliver the integration.

2.8.3   Perform any sync of AAD with existing Active Directories, except as a chargeable Professional Services engagement.

2.8.4   Perform any configuration or management of the Customer's network components.

2.8.5   Provide any management of the Customer's Azure infrastructure.

2.8.6   Design, set up, or configure the Customer's Azure infrastructure.

2.8.7   Provide a dashboard to show the availability status of the Customer's Azure resources.

2.8.8   Apply or manage Azure security policies, such as enabling Azure storage encryption.

2.8.9   Secure network traffic.

2.8.10 Apply resource protection policies.

2.8.11 Apply governance policies, such as restricting deployment to specific Azure regions.

2.8.12 Define or apply a resource tagging scheme.

2.9   The Customer is responsible for carrying out all deployment, configuration, and management of Azure services not provided by the Supplier. The Supplier may take on these tasks as additional services or bespoke Professional Services engagements, outside the scope of this Service.

2.10   The Customer is responsible for the security and availability of all elements of their Azure-based IT not designed or built by the Supplier. For example, data loss or corruption due to a failure of a software application installed by the customer, or due to user error, is the Customer's responsibility.

2.11   The Supplier shall not be liable for the availability and security 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 Service.

Measure	Description	Value
Service Hours	The hours during which the service and SLA is provided	24/7/365
Availability — Admin, billing and support	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	100%
Availability — Azure tenant	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	This service mirrors the applicable availability targets as provided by Microsoft Azure: https://azure.microsoft.com/en-gb/support/legal/sla/
Availability — Azure services	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	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
Admin, billing and support services	24/7/365	100%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
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.