

# SERVICE SCHEDULE

## AZURE MANAGED SERVICE

This is a Service Schedule as defined in the Agreement. Where the Azure Managed Service Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to Clauses are to Clauses of the Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

### 1 Additional Definitions

In this Service Schedule the following definitions have the following meanings:

**Availability** means the percentage of the Service Hours during which the service availability is targeted to be available (excluding planned maintenance);

**Azure Managed Service Services** means the provision of managed, Azure-based infrastructure by the Supplier to the Company as further described in this Services Schedule;

**Azure Public Cloud** or **Azure** means Microsoft's public cloud computing platform which provides a range of cloud services and applications;

**Extended Working Hours** means standard daytime operating hours between 7:00 am and 7:00 pm on a Business Day;

**Health** means a measure of the performance and availability of Azure resources as determined by Microsoft, reported as 'Available', 'Unavailable', 'Degraded' or 'Unknown';

**Response Times** means those response times identified as such in paragraph 3.1 for the Supplier to respond to a ticket logged by the Company;

**Service Hours** means the hours as identified in the tables set out in paragraphs 3.1 and 3.2; and

**Service Severity** means the following priority levels as set out below:

**Priority 1 Catastrophic business disruption**, system or systems failure which is stopping the business from operating.

**Priority 2 Severe business disruption or user critical issue**, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.

**Priority 3 Business disruption or multiple user issue**, multiple users are experiencing an impacting issue, or a significant reduction in system performance.

**Priority 4 Minor business disruption or user issue**, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

**Priority 5 Job or Task**, a request to undertake a defined job or task.

**SLAs** means those service levels identified in the table set out in paragraph 3.2.

**Well Architected Review** means the best practice methodology for evaluating a cloud infrastructure against well known pillars of excellence: <https://docs.microsoft.com/en-us/azure/architecture/framework/>

## 2 Azure Managed Service— Service Scope and Description

- 2.1 This Azure Managed Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.
- 2.2 The provision of the Azure Managed Service Services is subject
- (a) to payment by the Company 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; and
  - (b) payment by the Company of the Microsoft Azure Subscription charges that are incurred by the Company against any of the Azure Subscriptions provided under this Service.
  - (c) The Supplier will be assigned to the cloud subscription/s as the Claiming Partner of Record (CPOR) and/or Digital Partner of Record (DPOR) and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) and Admin on Behalf of (AOBO).
- 2.3 The provision of the Azure Managed Service is subject to the Supplier delivering an 'audit and onboarding service' which will determine any remedial actions which would need to be addressed prior to the Azure Managed Service Services going live. Any remedial actions will be discussed with the Company, and where the Supplier is required to undertake additional works as a result of the audit and onboarding service the Supplier will be entitled (in its sole discretion) to charge the Company for such additional work. The audit and onboarding service is included in the Charges listed in the Order form.
- 2.4 In agreeing to this Service Schedule the Company confirms that they have read and accepted, and agree to record their acceptance as directed by the Supplier during the onboarding process, the terms set out in the "Microsoft Customer Agreement", or any document which may replace this document, as is available from Microsoft and may be amended by Microsoft from time to time. The Company also confirms their understanding of the relevant Microsoft Acceptable Use Policy and the implications of any violation of this policy, which includes immediate suspension of any tenant.
- 2.5 The Supplier will:
- (a) design, set up, and configure an Azure-based infrastructure for the Company in accordance with best-practice guidelines as defined in the Statement of Work, and / or in the Order form (as applicable). If the Statement of Work or the Order form (as applicable) does not require the Supplier to provide any such design, set up, and configuration activity, the Supplier will not be required to undertake such activities;
  - (b) audit the Azure resources and tag all resources which are directly supportable by the Supplier.
  - (c) create and or migrate and manage the Microsoft Azure tenant, accounts and Azure subscriptions. Any migration will be detailed in the order. If the Order does not stipulate a migration and a migration is required which cannot (in the Suppliers sole discretion) be provided under the service the Supplier will charge the company for such migration work ;

- (d) perform incident and request management within the agreed Response Times for all resources that are directly configurable from with the Azure Portal (portal.azure.com). Any incident or configuration request that requires action outside of the Azure portal is not provided by this Service. Any incident or configuration request that has not been tagged by the Supplier as directly supportable, as defined in (b) above will be provided on a reasonable endeavours' basis, and any response times will not apply. The Supplier will escalate to Microsoft where it deems appropriate.
- (e) attach existing Azure subscriptions, subject to agreement, to consolidate into the new single billing arrangement, as defined in the Statement of work or Order;
- (f) manage and deliver billing for all Azure Managed Service Services ;
- (g) act as a single point of contact for billing enquiries;
- (h) act as a single point of contact for all of the Azure Managed Service Services that the Supplier provides as the Company's Microsoft Cloud Solution Provider;
- (i) manage and monitor Azure backups and restores for resources which support Azure backup. Where an Azure restore is deemed by the Supplier to be complex or has the potential to put the relevant service at risk the Supplier will treat the request as a change;
- (j) manage and monitor Azure automated patching;
- (k) agree key monitoring metrics and thresholds against which resources will be measured. Where company-specific metrics are not agreed, these will follow the Suppliers monitoring best practice and standards.
- (l) agree and deploy Azure tags that will enable monitoring, and agree compliance policies and manual review periods against which the Supplier will onboard new resources into the monitoring platform.
- (m) configure Azure Monitor and/or the Suppliers external monitoring platform where appropriate. Configure thresholds and alerts to be delivered to the agreed BCN Group or customer platform
- (n) apply at service take on and subsequently manage agreed Azure-specific security policies, such as enabling Azure storage encryption, subject to acceptable use;
- (o) apply at service take on and manage agreed governance policies, such as restricting or reporting on deployment to specific Azure regions, allowed SKUs, disaster recovery capabilities DR.
- (p) agree and apply budget alerts against supported subscriptions - initial consultation with the Company to set appropriate resource, usage and cost thresholds;
- (q) monitor usage and consumption and alert the Company when thresholds are approached or exceeded
- (r) provide on a quarterly basis
  - (i) cost analysis report showing the breakdown of cost in relation to thresholds agreed with the Company

- (ii) technical breakdown of cost analysis - a cost optimisation review of any existing thresholds and reapply or set appropriate resource, usage and cost thresholds, as agreed with the Company
- (iii) a breakdown of infrastructure compliance measured against the baselines set at service take on
- (iv) specialist advice targeted to resolve infrastructure cost, compliance and performance issues as raised by the Company in previous Service Improvement meetings
- (v) provide a general service report & review with the Company point of contact
- (vi) provide a horizon scan of new and relevant general availability cloud products and resources

## 2.6 The Supplier will not:

- (a) perform any sync of Azure Active Directory with existing active directories (this may be provided by the Supplier at an additional cost to the Company (at the Supplier's sole discretion));
- (b) integrate the Azure tenant with the Company's existing active directories as part of the Azure Managed Service (this may be provided by the Supplier at an additional cost to the Company (at the Supplier's sole discretion));
- (c) provide any installation re-installation, upgrade or manual patching of any of the resources consumed within the subscription(s), such activities may be provided under other Services provided by the Supplier, or be provided by the Supplier at an additional cost to the Company (at the Supplier's sole discretion);
- (d) provide support and configuration services which require the use of management interfaces, or similar which are not part of the Azure (portal.azure.com). Such activities may also be provided under other Services provided by the Supplier, or be provided by the Supplier at an additional cost to the Company (at the Supplier's sole discretion);
- (e) be liable for the availability and security of any Company data held in Azure, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Company by the Supplier;
- (f) be liable for any licensing and associated charges for software or services that are running on or associated with any of the Services provided under this Schedule, unless such Licenses have been provided by the Supplier and are listed on the Order form. Should it be deemed by an appropriate authority that the Supplier is liable for any licensing, the Company agrees to pay for such licensing unless they are able to prove that the Supplier installed the software without the Company's permission.
- (g) provide any change management, any change will be managed through a defined and chargeable project;
- (h) provide remedial services to restore, repair or perform any activities to deal with any cyber-attack including but not limited to a virus attack, a phishing attack, or a crypto lock attack. Where the Company requests the Supplier to undertake any remedial

services the Supplier reserves the right to charge the Company at the Suppliers prevailing rates or at a rate previously agreed; or.

- (i) provide any other activity or service that is not set out in this Services Schedule.

2.7 The Company will:

- (a) take responsibility for carrying out all deployment, configuration, and management of Azure services not provided by the Supplier. The Supplier may take on these tasks at an additional cost to the Company (at the Supplier’s sole discretion) or bespoke professional services engagements, outside the scope of this Azure Managed Service;
- (b) be responsible for the security and availability of all elements of its Azure-based IT not designed, built, or supported by the Supplier;
- (c) specify the Azure region (location of the cloud-based services and storage) at the time of deployment, from the options made available by Microsoft; and
- (d) be responsible for ensuring that any data provided by the Company that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the company in the chosen region or regions.

**3 Service Levels and Response Times**

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times as set out in the table.

Service Severity	Service Hours	Response Times
Priority 1	Extended Waking Hours	Within 30 minutes
Priority 1	Outside Extended Waking Hours (where specified in the Order form)	Within 60 minutes
Priority 2	Extended Waking Hours	Within 60 minutes
Priority 3 or 4	Extended Waking Hours	Within 60 minutes
Priority 5	Extended Waking Hours	Within 4 hours

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of these Service Hours, and shall resume during the Service Hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 5 Business Days the event will be classified as a Business Critical Service Failure, save where
  - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (ii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or

- (iii) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
- (iv) where the device of device software that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

3.2 The Supplier will use its reasonable endeavours to deliver the following SLAs in respect of the Azure Managed Service Services as set out in the table below.

	<b>Service Hours</b>	<b>Availability</b>
Azure Managed Service	24x7x365	Availability is governed by and set by the applicable Microsoft Azure service, any variation in the availability of the Microsoft Azure Service will automatically apply to the Availability of this Azure Managed Service

#### 4 Planned maintenance

- 4.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.
- 4.2 During the period of planned maintenance as detailed in paragraph 4.1, the SLAs and the Response Times will not apply.