

CloudCare® for Microsoft Azure

1. CDW will provide the CloudCare for Microsoft Service subject to the Cloud Services Standard Terms and Conditions on Seller's website at <https://www.uk.cdw.com/site-tools/terms-conditions> ("Standard T&C's) and as set forth in the Cloud Care Service Description (<https://uk.cdw.com/media/pdf/CloudCare%20for%20Azure%20-%20Service%20Description.pdf>) unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and cloud services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
2. Any additional backup configuration services provided to Customer are governed by Third Party Cloud Services Terms at <https://www.uk.cdw.com/site-tools/terms-conditions/>

3. DEFINITIONS AND INTERPRETATION

- 3.1. The following terms and expressions have the following meanings throughout the entirety of this Schedule. For the avoidance of doubt, in the event of any inconsistency between this Schedule and the Standard T&C's or Existing Customer Agreement (as applicable), the definitions set out in this Schedule shall prevail:

'Business hours' means 08:00 to 18:00 (GMT), Monday to Friday, excluding public holidays;

'Change Management' means a standardised set of methods and processes used for planning, agreeing, and implementing changes to IT systems;

'Charges' means the charges calculated as set out in Section 4.3

'Customer Assets' means of the infrastructure, hardware, or software which is owned by the Customer;

'Contract Change Notice (CCN)' means a formal notification issued by the Customer to the Seller to vary any aspect, term, or scope of the managed services provided to the Customer;

'Entitlement' means the level and set of Service features that the Seller is obliged to provide to the Customer, according to the Entitlement Level that the Customer has chosen;

'Entitlement Level' means the tiered collection of Services displayed within the relevant sections of this document, and those displayed in relevant, associated documents;

'Fault' means an issue with a server and/or a virtual server (but not any operating system and/or software operating on any virtual server, unless agreed by the Parties) contained within the Customer's Microsoft Azure account that causes or may cause an interruption to, or a reduction in, the quality or performance of a server and/or a virtual server or any software running on that server and/or virtual server, the resolution of which is Seller's responsibility, in accordance with the terms of this Agreement;

'Incident' means any unplanned or unforeseen issue that causes or may cause an interruption to, or reduced performance in the normal operation of a Customer Asset or Seller Service;

'Incident Management' means the process used by the Seller to diagnose, notify, and resolve any Incident;

'Microsoft Azure' means the technology and platform owned by Microsoft and made available to the Customer and Seller for the purpose of operating Customer applications and Services within the same environment;

'Monitoring Services' means technology and processes used by the Seller to provide notifications and information relating to the availability, capacity, and performance of Customer Assets or Seller Services;

'Priority Level' means the order in which Incidents are categorised, ordered, and addressed, according to the anticipated impact and urgency;

'Pre-requisites' means any actions, duties, or responsibilities that the Customer is obliged to fulfil to enable the Seller to successfully connect to, deliver, or perform Services as described in the Agreement;

'Problem Management' means a standardised set of methods and processes used for investigating and resolving recurring Incidents;

'Service' means a Service or set of features, procedures, or processes which the Seller makes available to the Customer according to the Entitlements table set out in Clause 4.1 of this Schedule;

'Service Description' means a separate document, which contains a detailed description of the Service provided to the Customer by the Seller and which is attached hereto at Appendix 1;

'Service Desk' means a single point of contact provided to the Customer for communication with the Seller with regard to Incident and Service Request reporting;

'Service Levels' means actions that the Seller undertakes in response to an Incident or Service Request, the time of day these actions will be executed, and the timeframe in which the Seller will commence or complete actions to resolve an Incident or to fulfil a Service Request, as set out in this document, and those displayed in relevant, associated documents;

'Service Platform' means any application, hardware, or infrastructure which the Seller maintains, owns, or uses in order to provide Service(s) to the Customer;

'Service Request' means any requirement from the Customer for information or assistance (not relating to an Incident), or any requirement to make a low-risk or pre-defined change;

'Software' means any computer software

'Software Updates' means new software versions for Customer Assets which are made available to the Customer directly from the Vendor for the duration of the agreement;

'Target Fulfilment' means the timeframe within which the Seller aims to complete any Service Request submitted and approved via the Ticket Logging Process;

'Target Resolution' means the timeframe within which the Seller aims to resolve an Incident, or to implement a workaround to provide a temporary solution intended to mitigate or reduce the impact of an Incident;

'Technical Support Services' means the actions taken to resolve issues as set out in the Service Description;

'Third Party' means any individual or company involved in the support of the Customer's IT operations other than the Seller;

'Ticket Logging Process' means the Seller's mechanism for recording and tracking Incidents;

'Vendor' means any company that manufactures hardware or software components that comprise a Customer Asset. The Vendor also provides ongoing software updates and technical escalation for any hardware or software faults.

4. SERVICE ENTITLEMENTS

4.1. Subject to the Charges , the Seller shall provide the Services set out in the Entitlement tables below:

| Service | Basic | Essential | Premium |
|------------------------------------------------------|-------|-----------|---------|
| 24/7 Service Desk | ✓ | ✓ | ✓ |
| CloudCare® Technical Account Management | ✓ | ✓ | ✓ |
| CloudCare® Cost Monitoring & Reporting Portal Access | ✓ | ✓ | ✓ |
| Azure Technical Support Services | ✓ | ✓ | ✓ |
| CloudCare® Service Delivery Manager | ✗ | ✓ | ✓ |
| Technical Monitoring Portal Access | ✗ | ✓ | ✓ |
| Technical Monitoring Event Management | ✗ | ✓ | ✓ |
| Change Management | ✗ | ✓ | ✓ |
| Problem Management | ✗ | ✓ | ✓ |
| Major Incident Management | ✗ | ✓ | ✓ |
| Azure Administration | ✗ | ✓ | ✓ |
| Azure Assistance | ✗ | ✓ | ✓ |
| Annual Architecture Review | ✗ | ✓ | ✓ |
| Service Readiness Assessment | ✗ | ✓ | ✓ |
| Performance Reporting | ✗ | ✗ | ✓ |
| Guest Operating System Management | ✗ | ✗ | ✓ |
| Guest Operating System Patch Management | ✗ | ✗ | ✓ |

4.2. A list of supported technologies can be found within the Service Description.

4.3. The Seller shall charge for the Services according to:

4.3.1. A fixed setup fee and;

4.3.2. A fixed monthly service charge and a dynamic monthly charge expressed as a percentage of the Customer's monthly Microsoft Azure utilisation charge and, where applicable;

4.3.3. Additional charges which may be required to facilitate the transition of the Customer's Microsoft Azure environment into support by the Seller, subject to agreement between the Customer and Seller.

- 4.4. Due to the variable nature of Customer Microsoft Azure service consumption, a Contract Change Notice (CCN) is not required when the Customer consumption of supported technologies increases or decreases.
- 4.5. A detailed explanation of Service Entitlements shown in 4.1 and a statement of supported technologies can be found in the Service Description.
- 4.6. The software underlying the Services specified in section 4.1 of this Schedule is owned by third-party Sellers who determine the terms upon which software is licensed. The Seller shall obtain grant of a license directly from the third-party to the Customer to enable the Customer to use the Services, subject to terms specified by the third-party Seller, which shall be supplied to the Customer.
- 4.7. If the Seller is unable to resolve the Incident or facilitate the Service Request as deemed applicable by the Seller, the Seller shall escalate to the Customer’s resolvers or use commercially reasonable efforts to escalate with the third-party Seller.

5. RESPONSE TIMES

- 5.1. The Seller will provide responses to incidents or requests in accordance with the Service Levels set out in this Schedule.
- 5.2. The Seller shall designate the priority level of an issue in accordance with the definitions set out below:

| Priority | Definition | Target Resolution | Hours in Effect |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------|
| P1 | A critical platform, service or application is inaccessible or a major loss of functionality is preventing the customer from carrying out business as usual. The impact caused by the incident will increase very rapidly. | 4 hours | 24x7x365 |
| P2 | A platform, service or application where functionality is interrupted, degraded or unusable, which is causing the customer to experience significant operational difficulties. The impact caused by the incident will increase considerably over time. | 8 hours | 08.00 to 18.00 Monday to Friday excluding UK public holidays |
| P3 | A platform, service or application where functionality is degraded or interrupted which is causing the customer to experience minor operational difficulties. The impact caused by the incident will increase only marginally over time. | 12 hours | 08.00 to 18.00 Monday to Friday UK excluding public holidays |
| Service Request | Service Requests are defined as a formal request from a customer for information or advice, or for a standard change. A standard change is one that is pre-approved, low risk, relatively common and follows a procedure. | 50 hours | 08.00 to 18.00 Monday to Friday excluding UK public holidays |

- 5.3. The Seller shall respond to Incidents and Service Requests in accordance with the Service Levels set out below:

| Description | KPI |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Service Desk: Tickets to be logged and progressed to the resolver group within 30 minutes | ≥90% |
| Technical Support: <ul style="list-style-type: none"> Priority 1 Incidents & Major Incidents: 4 hours Target Resolution Priority 2 Incidents - 8 hours Target Resolution Priority 3 Incidents - 12 hours Target Resolution | ≥90% |
| Event Management: Tickets to be logged and progressed to the resolver group within 30 minutes of identification of an event | ≥90% |
| Fault Monitoring: Platform availability | ≥99.99% |
| Performance Monitoring: Platform availability | ≥99.99% |
| Platform Administration: All service requests - 50 hours Target Fulfilment | ≥90% |
| Updates & Patching: Based on quarterly review | n/a |
| Major Incident Management: <ul style="list-style-type: none"> Major Incident Notifications to be sent to the agreed customer contacts within 30 minutes of Ticket Logging between 08.00 and 17.30 Monday to Friday, excluding UK public holidays, or within 1 hour outside of these times. Major incident resolution updates to be sent to the agreed customer contacts every 1 hour or when incident status change occurs Upon request, provide a Major Incident Report (MIR) within two business days after major incident closure | ≥90% |
| Problem Management: <ul style="list-style-type: none"> Conduct Major Incident Root Cause Analysis (RCA). Reports provided within five business days, following the receipt of a MIR. Failed Change Root Cause Analysis reports provided within five business days following the receipt of a PIR. Trend analysis reports provided within the first five business days of a month in which Service Management Reporting is due. | ≥90% |
| Change Management: <ul style="list-style-type: none"> Change approval process completed within five working days from receipt of request for standard changes and one working day from receipt of request for emergency changes. Post Implementation Review (PIR) reports to be provided within five working days for failed standard changes and two working days for failed emergency changes | ≥90% |

6. TECHNICAL SUPPORT SERVICES

6.1. Technical Support Services may, in accordance with the Service Levels, be triggered by:

- 6.1.1. The Customer to report an Incident or Service Request, or;
- 6.1.2. The Seller to remedy an Event with, or notified by the Service platform.

6.2. The Seller shall, in relation to any Incident that the Customer reports to the Seller through the Ticket Logging Process:

- 6.2.1. Confirm to the Customer the receipt of any such Incident;
- 6.2.2. Perform the Services in relation to any such Incident;
- 6.2.3. Within the constraints of this Agreement follow any instructions from the Customer in relation to the provision of the Services;

- 6.2.4. Liaise with the Customer in relation to the provision of such Services and provide all such co-operation and assistance to the Customer as is reasonable in the circumstances;
 - 6.2.5. Provide such regular updates to the Customer as may be reasonable considering the nature and severity of the Incident; and
 - 6.2.6. Ensure that the Services are performed promptly, cordially, professionally, and otherwise in accordance with this Agreement.
- 6.3. The Seller shall use commercially reasonable efforts to provide Technical Support Services to the Customer in accordance with the Service Levels.
- 6.4. Service Requests logged by the Customer are intended for minor or pre-defined changes only. Requests may be subject to the Seller's Change Management procedure and at the Seller's sole discretion.

7. SELLER RESPONSIBILITIES

- 7.1. The Seller shall be responsible for:
- 7.1.1. Notifying the Customer of any breach that may affect the integrity of data transferred to the Seller, and;
 - 7.1.2. Taking all commercially reasonable steps to ensure that no other Customer or Third Party can access the Customer's data.

8. CUSTOMER RESPONSIBILITIES

- 8.1. The Customer will be responsible for:
- 8.1.1. Ensuring compliance with the pre-requisites as set out by the Seller which shall include but not be limited to identifying Customer Assets within the scope of the Service and providing remote access to Customer Assets with the requisite access permissions;
 - 8.1.2. Ensuring that Customer internal resources are aligned to complete all pre-requisite activities required to provision and deliver Services to the Customer;
 - 8.1.3. Ensuring that intended or designated end users of the Service receive sufficient training and awareness of the Service;
 - 8.1.4. Ensuring maintenance of a fully licensed application estate;
 - 8.1.5. Informing and collaborating with the Seller regarding any applications installed on virtual desktops hosted within the Service platform, and ensuring that they are licensed correctly and in accordance with the software vendor's terms and conditions;
 - 8.1.6. Providing and maintaining contact information to the Seller so that Seller can contact the Customer in the event of an Incident or for security validation;
 - 8.1.7. Providing relevant requested information to support the investigation and resolution/fulfilment of any Incidents;
 - 8.1.8. Ensuring the Customer's own resolvers and third-party Sellers are adherent to the Seller's Service Levels where applicable;

- 8.1.9. Ensuring that any of the Customer's resolvers and/or any third-party Sellers do not affect the Seller from providing the Services in accordance with the applicable Service Levels, in such instances the Seller will be released from its obligations to provide the Services in accordance with the applicable Service Levels;
- 8.1.10. Maintenance and licensing of any third-party software or Services on which normal operation of the Service are dependant;
- 8.1.11. Maintenance and upkeep (including patching) of any Customer owned applications, hardware, or infrastructure that is required to access any Services provided by the Seller;
- 8.1.12. Ensuring that any Software installed by the Seller that relates to Services provided to the Customer shall not be interfered with.

9. GENERAL EXCLUSIONS

9.1. The following hereby are expressly agreed as out of scope by the parties for the purposes of the Services:

- 9.1.1. Any third-party or bespoke application support;
- 9.1.2. Any use of the Service deemed to be outside of vendor recommended best practice;
- 9.1.3. Any remediation work for faults outside the scope of the Service; and
- 9.1.4. Any other responsibilities, tasks, or activities other than those specifically set out or included as part of Services provided under this Schedule.