

SPECIFIC CONDITIONS K4 – AZURE VIRTUAL DESKTOP MANAGEMENT SERVICES

These Specific Conditions govern the Azure Virtual Desktop Management Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”) which shall be deemed to be incorporated into the Contract for the performance of any Azure Virtual Desktop Management Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
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| “Application Packaging Services” | means the Services provided in accordance with paragraph 4.4 of these Specific Conditions; |
| “Azure” | means the virtual public cloud offering provided by Microsoft called Azure; |
| “Azure Virtual Desktop” or “AVD” | means a cloud-based service provided by Microsoft that hosts Windows desktops and applications in Azure; |
| “Azure Virtual Desktop Management Services” | means the Services provided by the Company to the Customer under these Specific Conditions; |
| “AVD Support” | means the Services provided in accordance with paragraph 4.1 of these Specific Conditions; |
| “Cyber Threat” | means any circumstance or event with the potential to adversely impact organisational operations (including mission, functions, image, or reputation), organisational assets, or individuals through an information system via unauthorised access, destruction, disclosure, modification of information, and/or denial of service; |
| “Desktop Applications” | means the software programs that End Users can access and run on their virtual desktops; |
| “End User Device Hardware” | means the physical devices that End Users use to access their virtual desktops and applications; |
| “Gold Build Image” | means a template for a Session Host, which will include the operating system and may include applications as appropriate to facilitate software installation; |
| “Gold Build Image Management” | means the Services provided in accordance with paragraph 4.3 of these Specific Conditions; |
| “Malicious Content” | means any type of malware, ransomware, spyware, adware, scareware, virus, worm, Trojan horse, or other computer program or software code used to disrupt computer operation, gather sensitive information, or gain access to private computer systems; |
| “Operating System” | means the Microsoft Windows operating system software that manages the Customer’s computer hardware and software resources and provides common services for software and computer programs to run on the hardware; |
| “Patch” | means a component of software to update computer software or its supporting data; |
| “Patch Management” | means the Services provided in accordance with paragraph 4.22 of these Specific Conditions; |
| “Reporting” | means the Services provided in accordance with paragraph 5 of these Specific Conditions; |
| “Session Host” | means a VM that runs an Operating System; |
| “Supported Software” | means the Operating System and/or any other software listed as supported software on the Order Form for the purposes of the Azure Virtual Desktop Management Services; |
| “Virtual Desktop Infrastructure” or “VDI” | means the infrastructure that allows the creation and management of virtual desktops; |
| “Virtual Machine” or “VM” | means a software-based emulation of a physical computer which runs an operating system and applications just like a physical computer but is hosted in Azure; and |
| “Zero Day Patch Release” | means a software patch that is released to address a critical security vulnerability that was previously unknown to the Vendor. |

- 1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions and/or Specific Conditions X3.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the Azure Virtual Desktop Management Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Azure Virtual Desktop Management Services to the Customer.

3 MINIMUM TERM

- 3.1 The Minimum Term shall be the Minimum Term for the Azure Virtual Desktop Management Services as set out in the Order Form or, if no Minimum Term is specified, 12 (twelve) calendar months from the Commencement Date of the Azure Virtual Desktop Management Services.

4 SERVICE DELIVERABLES

4.1 AVD Support

- 4.1.1 Where the Company is providing AV Support, as identified on the Order Form, the Company will:

- (a) monitor the AVD in accordance with the Event Management process;
- (b) resolve Incidents in accordance with the Incident Management process; and
- (c) implement Changes in accordance with the Change Management process.

4.2 Patch Management

- 4.2.1 Subject to the Patches being available from the applicable Vendor the Company will:

- (a) provide Patch Management for the Supported Software on Session Hosts;
 - (b) apply Zero Day Patch Releases to the VDI;
 - (c) where identified on the Order Form that the Company is providing "Desktop Application patching" provide Patch Management for Desktop Applications for the Supported Software;
 - (d) propose an automated Patch management process (the "**Patch Management Process**") consisting of an agreed phase 1 test group that is broadly representative of the End User base and a phase 2 release to all of the Session Hosts with associated timeframes, to be reviewed by the parties during any transition or implementation phase of this Contract or otherwise as soon as practicable following the Commencement Date and agreed in writing;
 - (e) implement and manage the deployment of all Patches on a monthly basis in respect of the Supported Software that are identified as 'critical' Patches or 'security' Patches by Microsoft to address security vulnerability, stability, performance and/or functionality issues in accordance with the agreed Patch Management Process; and
 - (f) manage the deployment of Patches to the Session Hosts in accordance with the Patch Management Process and Change Management process.
- 4.2.2 Any changes to the agreed Patch Management Process once it is automated shall be a variation to this Contract and may incur additional Charges.
- 4.2.3 If any concerns are discovered during phase 1 testing, the decision to halt the phase 2 deployment may be made by the Customer and must be notified to the Company at the earliest opportunity, to ensure that any impact is not spread to all of the Supported Software.
- 4.2.4 As advised by the Vendor, where the release of a Patch is required to resolve a major security breach or to resolve a security incident, the release of the Patch shall be managed as an Emergency Change.
- 4.2.5 The Company will provide the Patch Management using Patch Management software determined by the Company. The Company reserves the right to change, at its cost, its Patch Management software from time to time at its sole discretion.
- 4.2.6 Where a test infrastructure does not exist or the Customer chooses not to have a test environment, the Company will use its reasonable endeavours to ensure that a reasonable back-out plan is available. However, the Company will not be liable for any interruption to the AVD service in the absence of a test environment or any other unintended consequences, loss or damage caused as a result of such interruption, even if such loss and/or damage was foreseeable or in the parties' reasonable contemplation or the Company was advised of the possibility of them in advance.
- 4.3 **Gold Build Image Management**
- 4.3.1 Where the Company is providing Gold Build Image Management, as identified in the Order Form and at the frequency set out in the Order Form, the Company will:
- (a) create a new Gold Build Image within the VDI;
 - (b) install the latest Operating System updates, application updates, and any agreed software;
 - (c) deploy the Gold Build image in accordance with the Change Management process; and
 - (d) retire any old Gold Build Image.
- 4.4 **Application Packaging Services**
- 4.4.1 Where the Company is providing Application Packaging Services, as identified in the Order Form, and the Customer has made a Service Request for application packaging in accordance with paragraph 4.4.2.2, the Company will:
- (a) package applications to facilitate reliable operation and deployment as a chargeable activity on an 'as requested' basis in line with the Charges stated in the Order Form;
 - (b) conduct an initial exercise to assess the application requirements and usage for each request to allow a rationalised list of applications to be produced from which the applications to be packaged can be identified, based on relevant criteria (number of installations, business importance, and installation complexity);
 - (c) assess the suitability of the chosen applications (and other applications not selected for packaging) for use on the proposed operating system using a Microsoft application compatibility toolkit to help identify if the application has any known issues that may require resolution or make the application unsuitable for packaging;
 - (d) perform a technical discovery that will document how the application should be installed and configured for an End User;
 - (e) create a file that performs the installation as detailed in the discovery document;
 - (f) check each application package for conflicts against both the underlying build and all previously packaged applications and resolve any conflicts where such applications have previously been packaged;
 - (g) test the resulting package installation, application launch and uninstall; and
 - (h) release the application package to an agreed End User for acceptance testing.
- 4.4.2 Each request for Application Packaging Services shall be identified on the Service Request as one of the following and shall include:
- (a) simple package: to deploy one or more related shortcuts that link to either a network share based executable or an internet/intranet URL. If any shortcut requires other files to be installed, including but not limited to DLL, OCX and ActiveX downloads, in order for the shortcut's target to operate correctly, this will be deemed to be a standard application;
 - (b) Standard application package: for installable media that result in a discrete application being available on a workstation. The package includes the installation of all files, registry entries, shortcuts, ODBC DSNs, etc. required for the application to function. Pre-requisite applications (i.e. those required to be installed in order for another application to function correctly) are also subject to the full packaging process, resulting in a separate application package;
 - (c) Complex application package: similar to standard packages except that they are deemed by the Customer or as a result of technical discovery to be sufficiently complicated or involved that the packaging effort required will be significantly increased. E.g. numerous/lengthy post-install configurations, overly large media size; and
 - (d) Gold Build Image application package: update to add/remove/update applications from the Gold Build Image.
- 4.5 The quantity of Application Packaging Service requests and package details (Simple/Standard/Complex/Gold Build Image) shall be identified on the Order Form.
- 5 REPORTING**
- 5.1 The Company will provide the following reports in relation to the Azure Virtual Desktop Management Services:

- 5.1.1 use the functionality provided by the Azure Virtual Desktop Management Service to create a report a service report, providing an overview of the VDI in the relevant reporting period which includes details about:
- (a) connection performance;
 - (b) connection utilisation;
 - (c) consumption reporting; and
 - (d) user login reporting.
- 5.2 All reports provided under this paragraph 5 will be distributed at the frequency aligned to the relevant Service Management tier (as identified on the Order Form). Where no Service Management tier has been identified on the Order Form, the Company will not be obligated to provide any reporting identified in paragraph 5.

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer will provide or otherwise comply with the obligations set out in this paragraph 6.
- 6.2 It is the Customer's responsibility to take adequate copies of locally stored data and operating and application software, unless otherwise expressly stated in this Contract as part of the Services provided by the Company, such that they may be restored to the VDI in the event of loss or corruption.
- 6.3 The Customer shall:
- 6.3.1 ensure timely participation and engagement with the Change Management process and where the Company is providing Patch Management, the Customer will approve the requests submitted by the Company in accordance with the Change Management process and will not unreasonably withhold or delay such approval;
 - 6.3.2 ensure it has paid for all necessary Vendor support for the Supported Software and promptly make available such support and associated Patches to the Company;
 - 6.3.3 ensure it has paid for all necessary software licences for management of the Supported Software and promptly make available such licences to the Company;
 - 6.3.4 remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in this Contract as being expressly provided by the Company and/or otherwise agreed in writing with the Company;
 - 6.3.5 at all times operate and maintain the Supported Software and Supported Equipment in a prudent manner and at all times in accordance with the Vendor's recommendations and operating manuals; and
 - 6.3.6 be responsible for obtaining and ensuring compliance with the terms of any software licence agreement for Supported Software and indemnify and hold the Company harmless against all claims, costs, damages or action arising as a result of any breach of such licence agreement and/or any infringement of any third party Intellectual Property Rights by the Customer or its End Users.

7 EXCLUSIONS

- 7.1 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Azure Virtual Desktop Management Services (including failing to meet any Service Level), or to pay any Service Credit (if applicable), to the extent caused by any interruption or failure of the Azure Virtual Desktop Management Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph
- 7.1.1 software maintenance or application maintenance carried out by the Customer, Vendor or a third party;
 - 7.1.2 any failure, act or omission of the Customer, Vendor and/or any other third party provider; and/or
 - 7.1.3 any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
- and the Company reserves the right to levy additional Charges on a time and materials basis in respect of any additional Services provided by the Company that have been necessitated by such matters.
- 7.2 The following are not included in the Azure Virtual Desktop Management Services:
- 7.2.1 End User Device Hardware failure;
 - 7.2.2 requests for basic product training or technical consulting;
 - 7.2.3 additional Services required or provided due to:
 - (a) any disruption of the Azure Virtual Desktop Management Services through the introduction of Malicious Content, a Cyber Threat or any other form of cyber-attack;
 - (b) any failure due to End User Device Hardware unless agreed otherwise in this Contract as being expressly provided by the Company and/or otherwise agreed in writing by the Company;
 - (c) any act or omission of Microsoft or any other Vendor;
 - 7.2.4 the cost of any software license renewals or security certificate renewals or the provision or installation of any hardware, licensing and/or security certificates that are required to meet the pre-requisites of any upgrades released by the Vendor of the Supported Software;
 - 7.2.5 management connectivity between the Supported Equipment and the Company; and/or
 - 7.2.6 any application packaging or distribution or any application version changes that require repackaging and testing and/or redistribution before release into the Azure Virtual Desktop, unless expressly agreed otherwise in this Contract as being provided by the Company;
- and the Company reserves the right to levy additional Charges on a time and materials basis in respect of any such Services where requested by the Customer from time to time.
- 7.3 Non-critical Patches that are required outside the standard monthly Patch cycle for critical and security patches (including feature upgrades and updates) and/or major version upgrades will be released as agreed with the Customer as additional Services on a chargeable basis.
- 7.4 The Company reserves the right to refuse or withdraw Azure Virtual Desktop Management Services for any Supported Software that is or that falls outside of the relevant Vendor support during the Term of this Contract. Alternatively, where agreed in writing by the parties, the Company may continue to provide the Azure Virtual Desktop Management Services on a reasonable endeavours basis only.
- 7.5 Zero Day Patch Releases are limited to the Operating System and inclusive applications.

8 SERVICE LEVELS

- 8.1 The Company will supply the Azure Virtual Desktop Management Services in accordance with the applicable Service Levels set out in Specific Conditions X3.
- 8.2 Enhanced Service Levels as set out in Specific Conditions X3 apply to Azure Virtual Desktop Services.

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9 CHARGES

- 9.1 The Charges for the Azure Virtual Desktop Management Services are as identified in the Order Form.
- 9.2 The Charges for the Azure Virtual Desktop Management Services will be invoiced monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.