

SERVICE SCHEDULE

CLOUD BACKUP

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 **“Agent”** — A software application that must be installed on each physical server that is to be backed up at the file level.
- 1.2 **“Managed”** — A level of Service where the Supplier provides and fully manages all aspects of the Service for the Customer.
- 1.3 **“Pulsant Service Description - Cloud Backup”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.4 **“Self Service”** — A level of the Service where the Supplier provides the backup storage only and the Customer manages its own backup and restore processes.
- 1.5 **“Veeam”** — The backup technology used by the Service.
- 1.6 **“Veeam Backup and Replication Server”, “VBR”** — A physical or virtual server deployed in the Customer’s infrastructure to manage the client side of the backup process.
- 1.7 **“Veeam Enterprise Manager”** — A physical or virtual server deployed in the Customer’s infrastructure to manage the client side of the backup process.

2 Cloud Backup – Service Scope and Description

- 2.1 Pulsant Cloud Backup Service (as described in the “Pulsant Service Description – Cloud Backup” document) provides a file-level or VM-level backup of the Customer’s infrastructure onto storage in the Supplier’s datacentres.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description – Cloud Backup” 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 Cloud Backup 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 Cloud Backup 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 The Customer accepts that there are risks inherent in Internet connectivity and the Supplier does not warrant the performance or impact on Services of any Internet connectivity issues where such connectivity is not wholly provided by the Supplier. The Supplier does not accept any responsibility for the impact the Services will have on the performance of the originating host or the bandwidth consumed by it.
- 2.6 The Service provided to the Customer will be either Managed or Self-Service, as noted on the Order Form. The scopes of these Service options are described in paragraph 3 (Managed) and paragraph 4 (Self-Service) of this document.

3 Managed Cloud Backup

- 3.1 The Supplier will:

- 3.1.1 Provide a guaranteed storage capacity for the backups.
 - 3.1.1.1 The Customer will specify which of the Supplier's backup repositories will be used to store the Customer's backups in, from the options made available by the Supplier.
 - 3.1.2 If off-site backups are specified on the Order Form, provide a guaranteed storage capacity for copies of the backups in a second site.
 - 3.1.3 Retain backup data for the contracted retention period.
 - 3.1.3.1 The retention period will be 30 days unless otherwise specified on the Order Form.
 - 3.1.4 Deploy and configure a Veeam Backup Repository (VBR) server, SQL Server, and Veeam Enterprise Manager server within the Customer's infrastructure where necessary, but only if the infrastructure is managed by the Supplier.
 - 3.1.5 Procure such Veeam product licences as are required for the Customer to use the Service.
 - 3.1.6 Install server-side Agents, where necessary.
 - 3.1.7 Create backup jobs as directed by the Customer.
 - 3.1.8 Support the Customer through the initial backup and testing of backup jobs.
 - 3.1.9 If off-site backups are specified on the Order Form, configure the process to copy the backed-up data to the second site.
 - 3.1.10 Provide on-going support for the Service, to include:
 - 3.1.10.1 Update backup policies on request from the Customer.
 - 3.1.10.2 Resolve issues with Veeam infrastructure.
 - 3.1.10.3 Resolve issues with deployed backup repositories.
 - 3.1.10.4 Resolve connectivity issues.
 - 3.1.10.5 Perform data restores on request.
 - 3.1.10.6 Management of the VBR and Veeam Enterprise Manager, if deployed.
 - 3.1.11 Monitor backup jobs for success or failure and repeat any failed job.
 - 3.1.12 Inform the Customer of any failed backup job.
 - 3.1.13 Provide capacity information on how much storage is available against contracted amount.
 - 3.1.14 Upon Customer request, start the restoration process.
 - 3.1.15 Once the restoration process is under way, provide the Customer with an estimated time of completion.
- 3.2 The Supplier will not:
- 3.2.1 Provide installation and configuration of non-server clients, e.g. mobile devices, tablets.
 - 3.2.2 Provide data migrations from other backup services.
 - 3.2.3 Back up Customer infrastructure not managed by the Supplier.
 - 3.2.4 Train Customer staff on the use of the backup product.
- 3.3 The Supplier will manage the Customer's backup encryption keys, unless the Customer requests, in writing, to opt out of this provision.

- 3.3.1 If the Customer opts out of allowing the Supplier to manage encryption keys, the Customer is solely responsible for the management of the keys and accepts that the Supplier will be able to offer no assistance with recovering lost keys; the Customer accepts that the backup will be forever lost in this circumstance.
- 3.4 The Customer will inform the Supplier of what is to be included in the back-up set and what backup policy (frequency, retention period) is required.
- 3.5 Should a restore of backed-up data be required, the Customer must inform the Supplier that a restore is required and must specify exactly what to restore.
- 3.6 Where necessary for application-consistent backups, when the Supplier is not managing the applications, the Customer will provide the Supplier with user accounts that allow an appropriate level of access to those applications in order to perform the backups.

4 Self-Service Cloud Backup

- 4.1 The Supplier will:
 - 4.1.1 Provide a guaranteed storage capacity for the backups.
 - 4.1.1.1 The Customer will specify which of the Supplier's backup repositories will be used to store the Customer's backups in, from the options made available by the Supplier.
 - 4.1.2 If off-site backups are specified on the Order Form, provide a guaranteed storage capacity for copies of the backups in a second site.
 - 4.1.3 Retain backup data for the retention period defined by the Customer.
 - 4.1.4 Provide on-going support for the Service, limited to:
 - 4.1.4.1 Resolving issues with Veeam infrastructure.
 - 4.1.4.2 Resolving issues with Supplier-owned connectivity.
- 4.2 The Supplier will not:
 - 4.2.1 Install, configure or manage anything in the Customer's infrastructure.
 - 4.2.2 Provide data migrations from other backup services.
 - 4.2.3 Resolve issues with the Customers' backup infrastructure or connectivity.
 - 4.2.4 Create backup jobs.
 - 4.2.5 Perform data restores.
 - 4.2.6 Train Customer staff on the use of the backup product.
 - 4.2.7 Provide Veeam Product licences for the Customer's use.
- 4.3 The Customer is solely responsible for:
 - 4.3.1 Installing, managing and licensing the VBR, SQL Server, Enterprise Manager, and server-side Agents required by the Service.
 - 4.3.2 Setting backup policies and schedules.
 - 4.3.3 Performing data restores.
 - 4.3.4 Ensuring that backups do not exceed the purchased storage capacity.
 - 4.3.5 Procuring such Veeam product licences as are required to use the Service.

4.4 The Supplier reserves the right to install a Supplier-controlled Agent on the Customer's VBR for purposes of support and problem diagnostics.

5 Service Levels

5.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents 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

5.2 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.

Measure	Definition	Value
Service Hours	The hours during which the service and SLA is provided	24/7/365
Availability	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	99.9%

5.3 The Supplier will use its reasonable endeavours to commence a data restore following a request from the Customer, within the Response Times as set out in the table below.

Event Type	Service Hours	Response Time
Critical	24/7/365	Within 4 hours
Service Affecting	24/7/365	Within 8 hours
Routine	Business Hours	Within 24 hours, measured during Business Hours
Minor	Business Hours	No target SLA

5.3.1 As the time to restore will depend on many factors including, but not limited to, the size of the backup and the transit bandwidth, the SLA clock is paused when the restore starts and restarted when it finishes.

6 Fee Credits

6.1 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
Cloud Backup	24/7/365	99.9%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

6.1.1 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.

6.1.2 "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.

7 Planned Maintenance

7.1 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.

7.2 During the period of Planned Maintenance, the SLAs will not apply.