

## SERVICE SCHEDULE

### DATACENTRE CONNECT

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 **“Committed Data Rate”, “CDR”** — The network bandwidth which the Supplier guarantees to make available under normal operating conditions.
- 1.2 **“PoP”, “Point of Presence”** — A third-party Internet connectivity hub into which Pulsant’s core network extends, used by Pulsant to present seamless access via the Internet into systems hosted in Pulsant’s datacentres.
- 1.3 **“Pulsant Service Description - Datacentre Connect”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.4 **“Redundant Routing”** — The use of a second network connection designed to take over in the case of a failure of the primary connection.

#### 2 Datacentre Connect — Service Scope and Description

- 2.1 The Datacentre Connect Service (as described in the “Pulsant Service Description - Datacentre Connect” document) provides the Customer with connectivity to and between their infrastructure hosted in the Supplier’s datacentres, whether that infrastructure is managed by the Supplier or managed by the Customer under a colocation agreement.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description - Datacentre Connect” 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 The Datacentre Connect 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 The Datacentre Connect 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 Within the scope of this Service, the Supplier will:
  - 2.5.1 Provide the Customer with a connection between the datacentre and PoP locations named on the Order Form.
  - 2.5.2 Provide the Customer with Redundant Routing if specified on the Order Form.
  - 2.5.3 Ensure that the connection supports a Committed Data Rate at the level set out on the Order Form.
  - 2.5.4 Provide a burstable bandwidth service where the physical link has a defined maximum line rate and the Customer may burst to this limit.
    - 2.5.4.1 Where the Customer’s Committed Data Rate is less than 100Mbps and it has not been specified that the burst rate needs to exceed 100Mbps, Pulsant will provision either 100Mbps or 1Gbps connections depending on availability.

- 2.5.4.2 Bandwidth consumption is metered using industry-standard 95th percentile measures and provided to the Customer as a bandwidth commitment of a defined Committed Data Rate (CDR).
- 2.5.4.3 95th percentile allows Customers to exceed their committed bandwidth allowance for 5% of the measurement period (contract month) without penalty.
- 2.5.4.4 Bandwidth metering is performed using periodic samples of link utilisation (normally every 5 minutes).
- 2.5.5 Maintain the Pulsant network so that it is in good health and at optimal performance at all times.
- 2.5.6 Maintain appropriate capacity in hardware and connection capacity on the Pulsant network so as to provide a quality service.
- 2.5.7 Monitor Customer connections and raise an alert with the Customer should an unexpected state change occur or bandwidth utilisation cause concern.
- 2.5.8 Diagnose connectivity issues with the Service within the bounds of the Supplier's network or managed customer solutions, noting that such diagnosis halts at any Customer-managed equipment (e.g. if a Datacentre Connect link is provided to a colocation Customer for connection to their own equipment which the Supplier is not managing).
- 2.6 The Supplier will not:
  - 2.6.1 Configure any connectivity protocols between the Supplier's network and equipment which is not managed by the Supplier.
- 2.7 Where the Supplier does not also manage the Customer's infrastructure, the Customer will provide the Supplier with all necessary information to connect to that infrastructure.
- 2.8 Where the Customer's endpoint devices are not managed by the Supplier, the Customer must ensure that the endpoint devices are compatible with the connectivity and capable of using the resiliency modes of the connectivity provided by Service.
- 2.9 The Supplier will only guarantee performance parameters of the Service to the point where the Supplier's network links to the Internet; the performance of the Internet is out of the Supplier's control and not guaranteed.

### 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
<b>Critical</b>	24/7/365	Within 15 minutes
<b>Service Affecting</b>	24/7/365	Within 30 minutes
<b>Routine</b>	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 tables below.

- 3.2.1 The below table defines the SLA for the Datacentre Connect Service:

Measure	Description	Value
<b>Service Hours</b>	The hours during which the Service and SLA is provided	24/7/365
<b>Availability</b>	% of the Service hours during which Service availability is guaranteed (excluding planned maintenance in paragraph 5 below)	Single link: 99.84% Resilient link: 100%
<b>Throughput Performance</b>	Minimum level of guaranteed throughput through the datacentre connection.	Contracted Committed Data Rate (CDR) from 1Mbps to 1Gbps, burstable.

**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
<b>Datcentre Connect — Single Link</b>	24/7/365	99.84%	Pro rata proposition of the Monthly Charges for any Non-Availability Period
<b>Datcentre Connect — Resilient Link</b>	24/7/365	100%	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.

Non-availability of an on-premise device resulting from factors out of Pulsant’s control, such as power and environmental issues, shall not be included in any fee credit calculations.

**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.