

SERVICE SCHEDULE

WORKPLACE RECOVERY SERVICES

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 **“At Time of Disaster (ATOD)”** — The time period in which the Customer uses the Workplace Recovery Centre due to a Disaster striking their premises, beginning when the Customer invokes the Service and ending when the Customer vacates the Workplace Recover Centre.
- 1.2 **“At Time of Test (ATOT)”** — The time period in which the Customer carries out a test of the Workplace Recovery Service, beginning when the Customer invokes the Service test and ending when the Customer vacates the Workplace Recover Centre at the conclusion of the test.
- 1.3 **“Conditions”** — The Supplier General Terms and Conditions which is displayed on the Supplier web site.
- 1.4 **“Disaster”** — An unplanned occurrence striking the Customer’s premises, including but not limited to fire, flood, or loss of utilities, that requires the Customer to vacate the premises and relocate to an alternate place of work.
- 1.5 **“Invoke” or “Invocation”** — The act of an authorised agent of the Customer contacting the Supplier to express a wish to occupy the Customer’s Licensed Space in the Workplace Recovery Centre.
- 1.6 **“Licensed Space”** — The portion of the Workplace Recovery Centre licensed for use by the Customer, including all shared facilities and the workstation seats specifically reserved under the terms of the Contract.
- 1.7 **“Pulsant Service Description - Workplace Recovery Document”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.8 **“Seat”** — A single user workstation reserved by the Customer in a Workplace Recovery Centre.
- 1.9 **“WPR”** — Workplace Recovery Service, the service provided to the Customer by the Supplier.
- 1.10 **“WRC”** — Workplace Recovery Centre, the premises provided by the Supplier for the Customer to use on invocation of the Workplace Recovery Service.
- 1.11 **“WRS”** — Workplace Recovery Service, the service described by this document.

2 Workplace Recovery Services – Service Scope and Description

- 2.1 WRS provides the Customer with a reserved allocation of Seats (Licensed Space) in a WRC which the Customer may occupy should an unanticipated Disaster make their own office premises unavailable.
- 2.2 The Service is sold on a subscription basis, whereby no Customer shall have exclusive right to use the seats reserved in the WRC. In selling on this basis, the Supplier agrees that:
 - 2.2.1 The maximum contention ratio for each seat is 20:1.
 - 2.2.2 No two Customers will be allocated seats at a given WRC when their main places of business are located within 150 metres of each other (measured in a direct line from the central point of each business’s postal code address).
 - 2.2.3 The Supplier will use all reasonable endeavours to accommodate the Customer at the WRC.
 - 2.2.4 Where the Customer cannot be accommodated at the WRC, the Supplier shall use all reasonable endeavours to make alternative facilities available.

- 2.2.5 No one Customer has priority over another, and in the event that simultaneous Disasters affect multiple Customers, the Customers will be provided with a WRC on a first-come, first-served basis.
- 2.3 The management scope of the Services being provided by the Supplier is illustrated in the "Pulsant Service Description - Workplace Recovery" 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.
- 2.4 WRS 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 AUP, security and access policies and procedures.
- 2.5 WRS are subject to payment by the Customer of the Supplier's Charges for workstation reservations, as set out in the Supplier Order Form, clause 5 of the Conditions or as subsequently agreed between the parties from time to time.
- 2.6 The Supplier will provide the Customer with appropriate documentation detailing procedures for use of the WRS upon execution of the agreement.
- 2.7 The Supplier grants to the Customer the right for so long as the Contract remains in force to:
- 2.7.1 invoke the service at any time, notifying the Supplier of the intention to occupy some or all of the Licensed Space.
- 2.8 The Licensed Space will be provided for a continuous period of no more than 12 weeks following an Invocation;
- 2.8.1 The Supplier may, at its sole discretion, provide the Licensed Space for a period beyond the initial 12 weeks, on the understanding that this will incur an additional charge.
- 2.9 The initial set-up of the Service shall include as standard:
- 2.9.1 Capture and storage of one Customer created PC image.
- 2.9.2 One Layer 2 network VLAN.
- 2.9.3 Syndicated DDI redirection telephony.
- 2.9.4 Basic automatic call distribution, to include:
- 2.9.4.1 One announcement
- 2.9.4.2 Up to three time conditions
- 2.9.4.3 One IVR
- 2.9.4.4 Up to eight queues.
- 2.10 The Customer may, at a time agreed with the Supplier, perform one (1) test of the invocation process and Licensed Space occupation per annum, provided that this test:
- 2.10.1 is carried out in normal business hours, i.e. 09:00–17:00 Monday to Friday, excluding UK public holidays; and
- 2.10.2 takes no more than one day to complete.
- 2.11 The Customer may request additional test days, on the understanding that:
- 2.11.1 the Supplier will make best endeavours to accommodate these days; and
- 2.11.2 each additional test day will incur an additional charge.
- 2.12 Where diagnostic services are required to identify any issue or potential issue, the Supplier will only provide end-to-end diagnostics if the connectivity, hardware and software is entirely managed by the Supplier. If any elements are shown not to be managed by the Supplier, then any end-to-end diagnostic services will be stopped.

- 2.13 The Supplier will store a Customer-supplied desktop image within the Workplace Recovery Centre, which the Supplier will restore to the WRC desktop PCs on WPR Invocation or testing.
- 2.14 The Supplier will store a backup of the Customer-supplied desktop image, replicated off-site to secure Pulsant-owned datacentres.
- 2.15 The Licensed Space will include the following facilities for the Customer's use:
- 2.15.1 access to a shared multifunction print, scan, photocopy and fax facility;
 - 2.15.2 Internet connectivity;
 - 2.15.3 access to kitchen and toilet facilities;
 - 2.15.4 access to meeting room facilities; and
 - 2.15.5 a secure storage box for on-site storage of the Customer's documents.
 - 2.15.6 a commitment to replace within 2 hours any failed equipment provided by the Supplier as part of the Service.
- 2.16 On Invocation of the Service due to Disaster or for test purposes, the Customer must:
- 2.16.1 inform the Supplier's facility manager of all staff expected to use the WRC prior to testing;
 - 2.16.2 adhere to all reasonable instructions regarding the use of the WRC, including but not limited to health and safety and fire regulations;
 - 2.16.3 make arrangements for all software/data and any other information to be copied or removed from the systems such that they may be returned to a standard state after the Customer has left the WRC;
 - 2.16.4 recognise that occupancy of the suite is a temporary arrangement; and
- 2.17 The Customer shall undertake testing of the process and technology that support the Service annually as a minimum. The testing is to be undertaken in line with the current Supplier procedures for testing the Service.
- 2.17.1 Failure to undertake a minimum of an annual test of these Services introduces risk to the Customer's business such that the Supplier cannot guarantee the success of any work place recovery or disaster recovery invocation. The resulting risks and subsequent business impact, issues or incidents caused by this lack of testing are to be borne by the Customer.
 - 2.17.2 The Customer is to undertake testing as soon as possible post contract signature to ensure that the service is fit for purpose. Any issues found during testing, that are the responsibility of the Customer, must be rectified by the Customer as soon as possible, until these are resolved the Supplier cannot ensure the service levels described in the Contract.

3 Service Levels

- 3.1 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 (Issue must be notified by telephone)	Within 15 minutes
Service Affecting	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	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 table below.
- 3.2.1 The below table defines the SLA for the Workplace Recovery Service.

Measure	Service Hours	Response Time
Service Hours	The hours during which the service and SLA is provided	24/7/365
Invocation SLA	The time between the Customer Invoking the Service and the WRC becoming available	4 Hours
Equipment SLA	The time taken to replace any Supplier-provided equipment at the WRC that fails during occupation by the Customer	2 Hours

4 Planned Maintenance

- 4.1 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.
- 4.2 During the period of Planned Maintenance, the SLAs will not apply.