

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 **“Pulsant Service Description - Cloud Backup”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.3 **“Veeam”** — The backup technology used by the Service.

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 Supplier will:
 - 2.6.1 Provide a guaranteed storage capacity for the backups.
 - 2.6.1.1 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.
 - 2.6.2 If off-site backups are specified on the Order Form, provide a guaranteed storage capacity for copies of the backups in a second site.
 - 2.6.3 Retain backup data for the contracted retention period.
 - 2.6.3.1 The retention period will be 30 days unless otherwise specified on the Order Form.
 - 2.6.4 Procure such Veeam product licences as are required for the Customer to use the Service.
 - 2.6.5 Install server-side Agents, where necessary.

- 2.6.6 Create backup jobs as directed by the Customer.
- 2.6.7 Support the Customer through the initial backup and testing of backup jobs.
- 2.6.8 If off-site backups are specified on the Order Form, configure the process to copy the backed-up data to the second site.
- 2.6.9 Provide on-going support for the Service, to include:
 - 2.6.9.1 Update backup policies on request from the Customer.
 - 2.6.9.2 Resolve issues with Veeam infrastructure.
 - 2.6.9.3 Resolve issues with deployed backup repositories.
 - 2.6.9.4 Resolve connectivity issues.
 - 2.6.9.5 Perform data restores on request.
- 2.6.10 Monitor backup jobs for success or failure and repeat any failed job.
- 2.6.11 Inform the Customer of any failed backup job.
- 2.6.12 Provide capacity information on how much storage is available against contracted amount.
- 2.6.13 Upon Customer request, start the restoration process.
- 2.6.14 Once the restoration process is under way, provide the Customer with an estimated time of completion.
- 2.7 The Supplier will not:
 - 2.7.1 Provide installation and configuration of non-server clients, e.g. mobile devices, tablets.
 - 2.7.2 Provide data migrations from other backup services.
 - 2.7.3 Back up Customer infrastructure not managed by the Supplier.
 - 2.7.4 Train Customer staff on the use of the backup product.
- 2.8 The Supplier will manage the Customer's backup encryption keys, unless the Customer requests, in writing, to opt out of this provision.
 - 2.8.1 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 Following expiry or Termination of the Contract:
 - 2.12.1 The Supplier will delete all virtual disks and virtual machine instances created within the Service, which will result in loss of all Customer data stored by the Service.

2.12.2 The Supplier has no obligation to physically or logically destroy shared data storage beyond the logical deletion of virtual machines and disks, and may reallocate the storage media to other customers.

2.12.3 The Customer accepts that the nature of shared storage means that the physical storage media of any deleted data may be re-allocated to different customers and overwritten multiple times by new data, making data recovery from this media practically impossible.

2.12.4 It is the Customer's responsibility to ensure that any required data is transitioned to an alternative provider prior to deletion, in accordance with Clause 15 of the Conditions.

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 Priority	Definition	Service Hours	Response Time
P1	<ul style="list-style-type: none"> Total loss of production service; or A significant revenue, operational, or safety impact on the entire company; or Service degraded, affecting the entire company 	24/7/365	Within 15 minutes
P2	<ul style="list-style-type: none"> Partial loss of service affecting the company; or Service degraded, affecting multiple departments or a single site; or There is the potential of significant revenue, operational, or safety impact to the company if not resolved quickly 	24/7/365	Within 30 minutes
P3	<ul style="list-style-type: none"> Service degraded, affecting non-production services; or Loss of service affecting a single user 	Business Hours	Within 1 Hour
P4	<ul style="list-style-type: none"> Degraded service affecting a single user 	Business Hours	Within 2 Hours
P5	<ul style="list-style-type: none"> Request for information 	Business Hours	Within 4 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.

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%

3.3 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

3.3.1 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.

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

4.1.1 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.

4.1.2 "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.

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.