

## SERVICE SCHEDULE

### DEDICATED SERVER V1.0

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, 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.

- 1.1 "Dedicated Server" – a physical server provided to the Customer entirely for the Customer's own business needs.

#### 2 Dedicated Server – Service Scope and Description

- 2.1 The Supplier's Dedicated Server services form managed physical platforms and can be provided as (i) a fully hosted solution from a Supplier datacentre; (ii) a fully hosted solution from a Pulsant partner datacentre; or (iii) on premise solution where the Customer hosts the physical equipment in their own datacentre or facility.
- 2.2 Dedicated Server services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of this Contract and the Supplier's AUP, security and access policies and procedures.
- 2.3 Dedicated Server services are subject to payment by the Customer of the Supplier's Charges for installation and support Services, where appropriate, calculated at its rates as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.4 The scope of the Services being provided by the Supplier is detailed in the Pulsant Service Description –Dedicated Server document in the section headlined Management Scope. This Document also contains recommended specific considerations under the section "Service Dependencies and/or Related Services". The Customer confirms that it has considered and retains full responsibility for all scenarios relating to Dedicated Server conditions and functionality of each related or dependent service and that the Supplier has no responsibility for any failure of any of these related or dependent services.
- 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 bandwidth is not wholly provided by the Supplier.
- 2.6 Dedicated Server services provides only hardware management and accordingly the Customer must operate and maintain the installed operating system as normal or alternatively extend the server service with a Supplier managed solution.
- 2.7 For the avoidance of doubt, where the Customer wishes to operate the on premise service, the Customer accepts full responsibility for the environment in which the equipment is held and there must be in place adequate redundant power provision, air-conditioning and humidity management and physical security at the Customer facility. In addition, the Customer will be responsible for permanent out of band management connectivity to the equipment from the Supplier's remote management system.
- 2.8 For on premise Dedicated Server, the Customer has complete responsibility for the physical condition of the equipment and its safe return at the end of the Contract period to the Supplier. The Supplier may charge for any required repairs, packaging or shipping costs where the Supplier considers that the Customer has failed to satisfy this obligation.

#### 3 Security

- 3.1 The Internet, by its very nature, is open and should be considered unsafe. The Supplier recommends in all cases that a fully capable firewall is employed as a perimeter security measure and the Supplier shall not be responsible for any such failure by the Customer to do so.

#### 4 Service Levels

- 4.1 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
<b>Critical</b>	24/7/365 (Issue must be notified by telephone)	Within 15 minutes
<b>Service Affecting</b>	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
<b>Routine</b>	Business Hours	Within 30 minutes, measured during Business Hours

4.2 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 which defines the SLA for the Dedicated Server service.

**(a) Hosted Dedicated Servers**

Measure	Service Hours	Response Time
<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 clause 6 below)	Individual servers 99.84% Fully resilient solution 100%
<b>Hardware Break-Fix</b>	Elapsed time between identification that a hardware issue requires component fix to either fix or replace that component	1 hour

**(b) On – Premise Dedicated Servers**

Measure	Service Hours	Response Time
<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 clause 6 below)	No SLA (Customer environment dependant)
<b>Hardware Break-Fix</b>	Elapsed time between identification that a hardware issue requires component fix to either fix or replace that component	To requirement, either of: (i) 6 hours 24/7 (ii) next business day 9am-5pm

**5 Fee Credits**

5.1 Any Fee Credits which fall due pursuant to this Clause 5 are payable subject to and in accordance with Clause 5 of the Conditions.

	Service Hours	Target Availability	Fee Credits
<b>Dedicated Server</b>	24/7/365 (Issue must be notified by telephone)	100%	Pro rata proportion 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 4.2 above.

**6 Planned Maintenance**

6.1 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.

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