

SERVICE SCHEDULE

DEDICATED SERVER

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 Service is a managed physical platform that can be provided as (i) a fully hosted solution from a Supplier data centre; (ii) a fully hosted solution from a Supplier’s partner data centre; or (iii) an on-premise solution where the Customer hosts the physical equipment in their own data centre 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 the Contract and the Supplier’s acceptable use, 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, as set out in the Order Form or as subsequently agreed between the parties from time to time.

2.4 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 Service 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 an 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.

2.9 Fully resilient Dedicated Server solutions may be specified on the Service Order Form comprising at least two Dedicated Server machines for a specified role. The specified group of Dedicated Servers must be combined using external resiliency techniques or services that make the multiple physical servers appear as and operate as one device. Where such a resilient configuration is specified, a higher availability SLA applies where the specified group of Dedicated Servers is considered to be available where no more than one Dedicated Server within the group is not available i.e. N+1 resiliency.

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 Customer Responsibilities

4.1 In the event that the Customer requests an on-premise Service, the Customer will be responsible for providing adequate:

- 4.1.1 redundant power provision for the powering of the equipment at peak consumption time;
- 4.1.2 air-conditioning for cooling equipment at sustained peak load including appropriate humidity management;
- 4.1.3 physical security;
- 4.1.4 permanent out-of-band management connectivity to the equipment from the Supplier's remote management system.

In the event that the Supplier considers, in its reasonable opinion, that the Customer fails to meet any of its responsibilities in this paragraph 4.1, then the Service Levels within paragraph 5 shall not apply.

4.2 Any faults or problems detected by the Customer must be reported immediately by the Customer (and in any event within 24 hours of detection by the Customer) to the Supplier's Customer Support Team using the customer portal ticket system or for critical issues using the telephone number provided to the Customer. The fault or problem will then be logged by the Customer Support Team and the Customer will receive a ticket reference which can be used to easily track work on the ticket.

5 Service Levels

5.1 The Supplier will use its reasonable endeavours to deliver the following Response Times, Fix Times and Availability as classified in the tables below.

5.2 Incident Response Times

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

5.3 Service Availability — Hosted Dedicated Servers

5.3.1 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	Description	Value	Fee Credits
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)	Individual servers 99.84% Fully resilient solution 100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Hardware Break Fix	Elapsed time between identification that a hardware issue requires component fix to either fix or replace that component	1 hour	

5.4 Service Availability — On – Premise Dedicated Servers

5.4.1 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	Description	Value	Fee Credits
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)	Individual servers 99.84% Fully resilient solution 100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Hardware Break Fix	Elapsed time between identification that a hardware issue requires component fix to either fix or replace that component	1 hour	To requirement, either of: (i) 6 hours 24/7 (ii) next business day 9am-5pm

5.5 Fee Credits

5.5.1 Any Fee Credits which fall due pursuant to this paragraph 5.5 are payable subject to and in accordance with the Conditions.

5.5.2 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.

5.5.3 "Monthly Charge" means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.

5.5.4 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.

5.5.5 "Non-Availability" means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraphs 5.3 and 5.4 above.