

## SERVICE SCHEDULE

### PULSANT CLOUD 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 **“Customer Equipment”** — Any physical devices owned by the Customer and located within the Supplier’s data centre.
- 1.2 **“Megaport”** — A third-party provider of Network as a Service (NaaS).
- 1.3 **“Multi-Cloud Router”** — A Megaport service used to manage connectivity to multiple Public Cloud platforms.
- 1.4 **“Public Cloud”** — A third-party service which makes resources such as virtual machines, applications or storage available to the general public.
- 1.5 **“Pulsant Service Description – Cloud Connect”** – the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.6 **“Rack”** — A physical framework designed to house servers and other computing equipment.

#### 2 Pulsant Cloud Connect – Service Scope and Description

- 2.1 Pulsant Cloud Connect Service (as described in the “Pulsant Service Description – Cloud Connect” document) provides connectivity between Customer services in the Supplier’s data centres and Public Cloud providers or other Megaport-enabled data centres.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description – Cloud 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 Pulsant Cloud Connect 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 The Contract is solely with the Supplier; Megaport will have no liability to the Customer for any Megaport services delivered under the terms of this Contract.
- 2.5 Pulsant Cloud 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.
- 2.6 The Supplier may vary the Charges in response to a change in Megaport’s charges on thirty (30) days’ notice, if:
  - 2.6.1 the Customer’s Contract does not have a Minimum Term; or
  - 2.6.2 the Supplier continues to provide the Service to the Customer after the Minimum Term of the Service has expired and the Service is being provided on a month-to-month basis.
- 2.7 The Service listed on the Order Form will correspond to one of the options described in the following paragraphs 2.8, 2.9 and 2.10 and have a Service scope as set out in those paragraphs.
- 2.8 Where the Order Form shows “Cloud Connect”:

- 2.8.1 The Service is supplied as a managed Service connecting Customer infrastructure managed by the Supplier to the Azure and/or AWS Public Cloud platforms or a Megaport point of presence:
- 2.8.2 The Supplier will:
  - 2.8.2.1 Provide a private logical layer 3 connection to Azure and/or AWS Public Cloud platforms if purchased, or between Customer infrastructure in any Megaport enabled location.
  - 2.8.2.2 Configure the connectivity to the Customer's physical or virtual infrastructure in a Pulsant data centre in order to provide the contracted bandwidth.
  - 2.8.2.3 If the Customer is using the Supplier's Enterprise Cloud, configure the Enterprise Cloud firewall to consume the Service.
  - 2.8.2.4 Configure a virtual cross connect between the Cloud Connect point of presence and either a cloud on-ramp or a Megaport point of presence.
  - 2.8.2.5 Deploy and configure a virtual cloud router, if a Multi-Cloud Router is purchased.
  - 2.8.2.6 Configure, monitor, and manage the Customer's Azure ExpressRoute and/or AWS Direct Connect services if purchased.
  - 2.8.2.7 Monitor the availability of the connection and resolve any connectivity issues where the fault lies within Pulsant managed infrastructure.
- 2.8.3 The Customer is responsible for:
  - 2.8.3.1 Configuring unmanaged Customer Equipment to consume the service provided.
- 2.9 Where the Order Form shows "Colo Connect":
  - 2.9.1 The Service is supplied as an unmanaged Service connecting Customer Equipment to the Azure and/or AWS Public Cloud platforms:
  - 2.9.2 The Supplier will:
    - 2.9.2.1 Install cross-connect cabling between the Customer's Rack and the Cloud Connect point of presence in the data centre, as an additional chargeable service.
    - 2.9.2.2 Deploy and configure a virtual cross connect between the Cloud Connect point of presence and either a Public Cloud on-ramp or a Megaport point of presence.
    - 2.9.2.3 Deploy and configure a virtual cloud router, if a Multi-Cloud Router is purchased.
    - 2.9.2.4 Monitor the availability of the virtual cross connect between the Cloud Connect point of presence and either a Public Cloud on-ramp or a Megaport point of presence.
    - 2.9.2.5 On request, and where available, provide double tagging for Azure ExpressRoute connectivity as an additional chargeable service.
  - 2.9.3 The Customer is responsible for:
    - 2.9.3.1 Configuring Customer Equipment to consume the service provided.
    - 2.9.3.2 Management of the Customer's network switch, unless managed by the Supplier as an additional chargeable service.
    - 2.9.3.3 Monitoring the availability or performance of any network connection that the Customer is running over the Colo Connect link.
    - 2.9.3.4 Configuring, monitoring, and managing the Customer's Azure ExpressRoute and/or AWS Direct Connect services, unless within scope of a separate managed service agreement with the Supplier.
- 2.10 Where the Order Form shows "Unmanaged Cloud Connect":

2.10.1 The service is supplied unmanaged to allow the Customer to connect to Megaport supported Public Cloud providers that are not normally supported by the Supplier; in this context, the only Public Cloud providers supported by the Supplier are Azure and AWS.

2.10.2 The Supplier will:

2.10.2.1 Install cross-connect cabling between the Customer's infrastructure and the Cloud Connect point of presence in the data centre, as an additional chargeable service.

2.10.2.2 Deploy and configure a virtual cross connect between the Cloud Connect point of presence and either a Public Cloud on-ramp or a Megaport point of presence.

2.10.2.3 Deploy and configure a virtual cloud router, if a Multi-Cloud Router is purchased.

2.10.2.4 Monitor the availability of the virtual cross connect between the Cloud Connect point of presence and either a Public Cloud on-ramp or a Megaport point of presence.

2.10.3 The Customer is responsible for:

2.10.3.1 Configuring Customer Equipment to consume the service provided.

2.10.3.2 Management of the Customer's network switch, unless managed by the Supplier as an additional chargeable service.

2.10.3.3 Monitoring the availability or performance of any network connection that the Customer is running over the Unmanaged Cloud Connect link.

2.10.3.4 Configuring, monitoring, and managing the Customer's logical connection to the Public Cloud service.

2.11 The Customer is responsible for all configuration and additional equipment that may be needed to allow the Customer Equipment to operate with the Service where those are not provided as managed services by the Supplier. Should the Customer require any additional configuration or assistance such work will be subject to additional charges and a separate order.

2.12 Where consumed Cloud Connect bandwidth exceeds the contracted quota purchased by the Customer, the Supplier reserves the right to charge any excess at a unit price which is calculated as 1.25 times the average of the unit price across all live Cloud Connect contracts for that Customer.

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

3.2.1 The below table defines the SLA for the Cloud Connect Service.

| Measure                                      | Service Hours   | Response Time  |
|--|---|--|
| <b>Service Hours</b>                         | The hours during which the service and SLA is provided  | 24/7/365   |
| <b>Availability: Managed Cloud Connect</b>   | % of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below) | Standard solution: 99.995%<br>Fully resilient solution: 100% |
| <b>Availability: Unmanaged Cloud Connect</b> | % of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below) | Single link: 99.995%<br>Dual resilient links: 100%           |
| <b>Availability: Colo Connect</b>            | % of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 5 below) | Single link: 99.995%<br>Dual resilient links: 100%           |

3.2.2 "Availability" in this paragraph 3.2 and in paragraph 4 refers to Availability of the Cloud Connect Service infrastructure only; loss of Service due to failure of any part of the Customer Equipment is specifically excluded

#### 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>Managed Cloud Connect: standard solution</b>          | 24/7/365      | 99.995%             | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| <b>Managed Cloud Connect: fully resilient solution</b>   | 24/7/365      | 100%                | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| <b>Unmanaged Cloud Connect: standard solution</b>        | 24/7/365      | 99.995%             | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| <b>Unmanaged Cloud Connect: fully resilient solution</b> | 24/7/365      | 100%                | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| <b>Colo Connect with single link</b>                     | 24/7/365      | 99.995%             | Pro rata proposition of the Monthly Charges for any Non-Availability Period |
| <b>Colo Connect with dual resilient links</b>            | 24/7/365      | 100%                | Pro rata proposition 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.