

# SERVICE SCHEDULE

## **CLOUD STORAGE**

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 "Cloud Storage", "Storage" disk capacity sold on a per GB basis, provided on a shared storage array.
- 2 Cloud Storage Service Scope and Description
- 2.1 The Supplier provides Cloud Storage on a flexible capacity allocation basis. The capacity provided is as listed on the Order Form.
- 2.2 Cloud Storage is 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 Cloud Storage 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 Customer confirms that it has considered and retains full responsibility for all scenarios relating to failure conditions and functionality of each related or dependent service where those services are not provided by the Supplier.
- 2.5 The Supplier will not provide any backup of data that is stored as part of this service unless this is specifically purchased as additional services by the Customer.
- 2.6 Where the Customer's consumed storage exceeds the Customer's contracted quota, 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 storage contracts for that Customer.
- 2.7 For so long as the Contract remains in force, the Supplier will:
  - 2.7.1 Provide configuration of virtual volumes.
  - 2.7.2 Provide configuration of host access.
  - 2.7.3 Provide configuration of host to volume access.
  - 2.7.4 Diagnose and address faults within the storage system.
  - 2.7.5 Diagnose and address connectivity faults, such activity being limited to Supplier managed infrastructure only.
  - 2.7.6 Perform performance analysis, to include:
    - 2.7.6.1 Volume throughput
    - 2.7.6.2 Volume request queues
    - 2.7.6.3 Volume request latency
- 2.8 When the Oder Form includes the "Dedicated Volume" Service option, the Supplier will provide the Customer with a single Storage volume using an allocation of the Cloud Storage capacity, dedicated to the Customer's sole use.



- 2.9 The supplier will not provide statistics for or diagnosis of problems with items within a volume unless those items are managed by the Supplier.
- 2.10 Following expiry or Termination of the Contract:
  - 2.10.1 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.
  - 2.10.2 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.
  - 2.10.3 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.
  - 2.10.4 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> <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
P2	<ul> <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
P3	<ul><li>Service degraded, affecting non-production services; or</li><li>Loss of service affecting a single user</li></ul>	Business Hours	Within 1 Hour
P4	Degraded service affecting a single user	Business Hours	Within 2 Hours
P5	Request for information	Business Hours	Within 4 Hours

## 3.2 Service Availability

- 3.2.1 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.
- 3.2.2 The below table defines the SLA for the Cloud Storage service.
- 3.2.3 Where connected equipment is also managed by Pulsant, the SLAs for those managed services apply and include the Cloud Storage components within those environments.
- 3.2.4 Consumption of Cloud Storage services relies on connectivity to the services. This SLA defines the provision of storage only and does not include such connectivity.

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)	100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

3.3 Fee Credits



- 3.3.1 Any Fee Credits which fall due pursuant to this paragraph 3.3 are payable subject to and in accordance with Clause 5 of the Conditions.
- 3.3.2 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.
- 3.3.3 "Monthly Charge" means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT.
- 3.3.4 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.
- 3.3.5 "Non-Availability" means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 3.2 above.