

SERVICE SCHEDULE

DATA CENTRE 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 **“Committed Data Rate”, “CDR”** — The network bandwidth which the Supplier guarantees to make available under normal operating conditions.
- 1.2 **“Pulsant Service Description - Data Centre Connect”** — The document which sets out the scope and description of the Services being provided by the Supplier.
- 1.3 **“Redundant Ports”** — The use of a second network switch port designed to take over in the case of a failure of the primary switch.

2 Data Centre Connect — Service Scope and Description

- 2.1 The Data Centre Connect Service provides the Customer with connectivity between their infrastructure hosted in the Supplier's various data centres, whether that infrastructure is managed by the Supplier or managed by the Customer under a colocation agreement.
- 2.2 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 The Data Centre Connect Service is 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 Data Centre 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.
- 2.5 Within the scope of this Service, the Supplier will:
 - 2.5.1 Provide the Customer with a connection between the data centre locations named on the Order Form.
 - 2.5.2 Provide the Customer with Redundant Ports, if specified on the Order Form.
 - 2.5.3 Ensure that the connection supports a Committed Data Rate at the level set out on the Order Form.
 - 2.5.4 Maintain the Supplier's network so that it is in good health and at optimal performance at all times.
 - 2.5.5 Maintain appropriate capacity in hardware and connection capacity on the Supplier's network so as to provide a quality service.
 - 2.5.6 Monitor Customer connections and raise an alert with the Customer should an unexpected state change occur or bandwidth utilisation cause concern.
 - 2.5.7 Diagnose connectivity issues with the Service within the bounds of the Supplier's network or managed Customer solutions, noting that such diagnosis halts at any Customer-managed equipment (e.g. if a Data Centre Connect link is provided to a Customer for connection to their own collocated equipment which the Supplier is not managing).
- 2.6 The Supplier will not:

2.6.1 Configure any connectivity protocols between the Supplier's network and equipment which is not managed by the Supplier.

2.6.2 Diagnose connectivity issues on Customer-managed equipment.

2.7 Where the Supplier does not also manage the Customer's infrastructure, the Customer will provide the Supplier with all necessary information to connect to that infrastructure.

2.8 Where the Customer's endpoint devices are not managed by the Supplier, the Customer must ensure that the endpoint devices are compatible with the connectivity and capable of using the resiliency modes of the connectivity provided by Service.

2.9 Where the Supplier does not also manage the Customer's infrastructure, the Customer is responsible for any necessary configuration of Customer devices to consume the service.

2.10 The Supplier will only guarantee performance parameters of the Service to the point where the Supplier's network links to the Internet; the performance of the Internet is out of the Supplier's control and not guaranteed.

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.

3.2.1 The below table defines the SLA for the Data Centre Connect Service:

Measure	Description	Value	Fee Credits
Service Hours	The hours during which the Service and SLA is provided	24/7/365	
Availability: Single Port	% of the Service hours during which Service availability is guaranteed (excluding planned maintenance in paragraph 3.3.5 below)	99.84%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Availability: Redundant Ports	% of the Service hours during which Service availability is guaranteed (excluding planned maintenance in paragraph 3.3.5 below)	100%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Throughput Performance	Minimum level of guaranteed throughput through the datacentre connection.	From 1Mbps to 10Gbps, as specified on the Order Form.	

3.3 Fee Credits

- 3.3.1 Any Fee Credits which fall due pursuant to paragraph 3.2 above are payable subject to and in accordance with the terms contained in 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 Services for the relevant calendar month, net of VAT.
- 3.3.4 "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.
- 3.3.5 "Availability" means the percentage of the Service hours during which Service availability is guaranteed, not including Planned Maintenance.
- 3.3.6 "Availability" 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.