SERVICE SCHEDULE

PULSANT ENTERPRISE CLOUD

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   **"Hypervisor"** — the software and service layer provided by the Supplier to deliver one or more Virtual Machines or Virtual Data Centre capacity on a resilient hardware platform.

1.2   **"Enterprise Cloud Hosts"** — the physical host servers, fully managed by the Supplier, connected to Pulsant Cloud Storage to provision the Enterprise Cloud Service through the Hypervisor.

1.3   **"Pulsant Cloud Storage"** — disk capacity sold on a per GB basis, provided on a shared storage array, and connected via the Pulsant network to the Enterprise Cloud Hosts to form part of the Enterprise Cloud Service. Storage is provided subject to the separate service schedule for Storage Services.

1.4   **"Pulsant Managed Firewall"** — a physical or virtual firewall device used to enforce data security and access policy at the perimeter between two or more networks of differing trusts. Firewalls are provided subject to the separate service schedule for Managed Firewall Services.

1.5   **"Virtual Machine", "VM"** — an operating system container with a pre-determined quantity of memory, CPU processing capacity and storage that resides within a resource container.

1.6   **"Virtual Data Centre", "(vDC)"** — a resource container comprising a capacity of GHz, RAM and storage allocated to a Customer which can be assigned to Virtual Machines.

2   Pulsant Enterprise Cloud – Service Scope and Description

2.1   Pulsant Enterprise Cloud Service gives the Customer access to virtualisation resources in which the Customer can operate Virtual Machines.

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 Supplier will use reasonable endeavours to ensure the Enterprise Cloud Hosts are located in an appropriate physical environment to meet the Service Levels, including air conditioning and humidity control.

2.4   Pulsant Enterprise Cloud 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.

2.5   Pulsant Enterprise Cloud 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.

2.6   The Supplier will provide the Customer with the following:

2.6.1   The Pulsant Enterprise Cloud Service, which will be maintained in good working order in accordance with the Contract and Good Industry Practice.

2.6.2   Connectivity from the Pulsant Enterprise Cloud Service to the global Internet, private VLANs in the Co-location Facility, or other relevant WAN connectivity as requested on the Order Form, some of which services may be ordered on a separate Order Form.

2.6.3   Either:

2.6.3.1 An agreed amount of Virtual Data Centre resource capacity which is for the use of the Customer, and for the allocation to Virtual Machines which are created by the Customer or the Supplier. The specification of Virtual Machines created by the Supplier is detailed on the Order Form.

Or:

2.6.3.2 An agreed number of Virtual Machines which are created by the Supplier. The specification of Virtual Machines is detailed on the Order Form.

2.6.4 Management services which control and assure the availability of the resources.

2.6.5 Storage resources, which are provided as storage volumes for the allocation to Customer Virtual Machines. Storage resources are provided by the Supplier's Cloud Storage services, as detailed on the Order Form and subject to the separate service schedule for Cloud Storage services.

2.6.6 Storage network(s), over which the storage resources are provided, are logically secured. These networks are provided by the Supplier's Cloud Storage connectivity services.

2.6.7 Virtual Machine networks, to which the Customer's Virtual Machines connect, are logically separated and for the sole use of the Customer.

2.6.8 Network perimeter security, which provides protection of the Customer's trusted networks from external, untrusted networks, is provided by the Supplier's Managed Firewall service. The firewall appliances may be physically dedicated to the Customer or virtual appliances running on the Enterprise Cloud. Firewalls are provided subject to the separate service schedule for Managed Firewall services.

2.6.9 In the case of the Virtual Machine option being selected by the Customer, the Supplier will perform, at the beginning of the Contract, the initial installation of the chosen approved operating system as specified on the Order Form.

2.7 Where the Customer's consumed resources exceed the Customer's contracted capacity, 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 Enterprise Cloud contracts for that Customer.

2.8 Where diagnostic services are required to identify any issue or potential issue, the Supplier will only provide end-to-end diagnostics if the connectivity, hardware and software is entirely managed by the Supplier. If any elements are shown not to be managed by the Supplier, then any end-to-end diagnostic services will be stopped.

2.9 In the event of loss of an operable operating system (e.g. catastrophic hard disk image failure or software failure), where the Supplier has originally deployed the operating system on a Virtual Machine, the Supplier will resolve the underlying issue and provide a new base operating system install, in the same manner as a newly provisioned Virtual Machine. Where the issue was caused by the Customer the Supplier will provide a new base operating system install on a time and materials basis at its prevailing rates. Where it is agreed that the Supplier is providing a backup service, the Supplier will be responsible for the restoration of the latest backed up configuration and data, and the time taken to restore any Customer data will not be included within the time to fix targets within the Service Levels.

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

2.11 Following expiry or Termination of the Contract:

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4   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.

2.12   The Supplier will not:

2.12.1   Provide any management of resources within a Customer-managed Virtual Data Centre.

2.12.2   Configure or support Virtual Machines within a Customer-managed Virtual Data Centre.

2.12.3   Provide any support for Virtual Machines running operating systems that are not supported by the Supplier.

2.12.4   Provide Customer education on how to operate the Virtual Data Centre.

2.12.5   Stop and start Virtual Machines to enable use of Virtual Machine estates that exceed the purchased resources.

2.12.6   Reduce the size of virtual disks (below the commit level).

2.12.7   Guarantee availability of additional resources for emergency Virtual Machines resource upgrades at short notice.

2.13   Where the "Client IP Range" add-on is specified on the Order Form:

2.13.1   The Supplier will:

2.13.1.1   Allocate the Customer a contiguous IP address range, subject to justification with the addressing authority.

2.13.1.2   Route the range to the specified IP address or device.

2.13.1.3   Allow migration of this IP range between the Supplier's various services, e.g. from Enterprise Cloud to Private Cloud.

2.13.2   The Supplier will not:

2.13.2.1   Allow transfer of IP ranges to other providers.

2.13.2.2   Transfer IP ranges between data centres.

2.14   Where the "Client Storage Volume" add-on is specified on the Order Form,

2.14.1   The Supplier will:

2.14.1.1   Allow the Customer to reserve storage on a dedicated volume to allow future storage expansion.

3   Service Levels

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

3.2   Incident Response Times

Event Priority	Definition	Service Hours	Response Time
P1	• 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	• 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	• Service degraded, affecting non-production services; or • Loss of service affecting a single user	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

3.3   Service Availability

3.3.1   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: Individual Virtual Machines	% of the service hours during which service availability is guaranteed (excluding Planned Maintenance)	99.995%	Pro rata proportion of the Monthly Charges for any Non-Availability Period
Availability: Fully Resilient Solution	% 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

3.4   Fee Credits

3.4.1   Any Fee Credits which fall due pursuant to this paragraph 3.4 are payable subject to and in accordance with Clause 5 of the Conditions.

3.4.2   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.

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

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

3.4.5   "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 3.3 above.