

SERVICE SCHEDULE

PULSANT CLOUD BACKUP (VEEAM)

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 **“Cloud Backup”** — a Service which provides storage capacity in the Supplier's data centre and allows the Customer to securely back up their data.
- 1.2 **“Pulsant Service Description – Cloud Backup (Veeam)”** — the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.3 **“Secondary Backup Copy”** — A service option which takes a backup copy for storage in a second data centre.
- 1.4 **“Veeam”** — The third-party backup technology used by the Service.

2 Cloud Backup — Service Scope and Description

- 2.1 Pulsant Cloud Backup Service (as described in the “Pulsant Service Description – Cloud Backup (Veeam)” document) provides a file-level or VM-level backup of the Customer's infrastructure onto storage in the Supplier's datacentres.
- 2.2 The management scope of the Services being provided by the Supplier is illustrated in the “Pulsant Service Description – Cloud Backup (Veeam)” 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 Backup 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 Pulsant Cloud Backup 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.
- 2.5 The Customer's storage quota will be set out in the Order Form and the Customer will be charged on the basis of the maximum storage quota reserved whether that quota is fully used or not in any particular accounting period.
- 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 Backup (Veeam) contracts for that Customer has.
- 2.7 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 connectivity is not wholly provided by the Supplier. The Supplier does not accept any responsibility for the impact the Services will have on the performance of the originating host or the bandwidth consumed by it.
- 2.8 The Supplier will:
 - 2.8.1 Provide a guaranteed storage capacity for the backups in the same data centre as the Customer's production infrastructure.
 - 2.8.2 If Secondary Backup Copy is specified on the Order Form, provide a guaranteed storage capacity for a second backup to be stored in a geographically separate data centre.

- 2.8.3 Retain backup data for the contracted retention period.
- 2.8.4 Procure such Veeam product licences as are required for the Customer to use the Service.
- 2.8.5 Create backup jobs as directed by the Customer.
- 2.8.6 Support the Customer through the initial backup and testing of backup jobs.
- 2.8.7 If Secondary Backup Copy is specified on the Order Form, configure the process to make a second backup to be stored in the second data centre.
- 2.8.8 Provide on-going support for the Service, to include:
 - 2.8.8.1 Update backup policies on request from the Customer.
 - 2.8.8.2 Resolve issues with Veeam infrastructure.
 - 2.8.8.3 Resolve issues with deployed backup repositories.
 - 2.8.8.4 Resolve connectivity issues.
 - 2.8.8.5 Perform data restores on request.
- 2.8.9 Perform a maximum of four test restores of data per year, on Customer request.
 - 2.8.9.1 Test restores are not subject to the SLA given in paragraph 3.3.
 - 2.8.9.2 Test restores will be scheduled to begin within seven (7) days of the Supplier receiving the Customer's request.
 - 2.8.9.3 Should a test restore require the allocation of any additional resources (for example, the temporary provision of extra storage to hold the restored data), the Supplier reserves the right to charge for these on a consumption basis.
- 2.8.10 Monitor backup jobs for success or failure and repeat any failed job.
- 2.8.11 Inform the Customer of any failed backup job.
- 2.8.12 Provide capacity information on how much storage is available against contracted amount.
- 2.9 The Supplier will not:
 - 2.9.1 Provide data migrations from other backup services.
 - 2.9.2 Back up Customer infrastructure not managed by the Supplier.
 - 2.9.3 Train Customer staff on the use of the backup product.
- 2.10 The Supplier will manage the Customer's backup encryption keys, unless the Customer requests, in writing, to opt out of this provision.
 - 2.10.1 If the Customer opts out of allowing the Supplier to manage encryption keys, the Customer is solely responsible for the management of the keys and accepts that the Supplier will be able to offer no assistance with recovering lost keys; the Customer accepts that the backup will be forever lost in this circumstance.
- 2.11 The Customer will inform the Supplier of what is to be included in the back-up set and what backup policy (frequency, retention period) is required.
- 2.12 Should a restore of backed-up data be required, the Customer must inform the Supplier that a restore is required and must specify exactly what to restore.

- 2.13 Where necessary for application-consistent backups, when the Supplier is not managing the applications, the Customer will provide the Supplier with user accounts that allow an appropriate level of access to those applications in order to perform the backups.
- 2.14 Following expiry or Termination of the Contract:
- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 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.
- 2.15 In accordance with Clause 12 of the Conditions, the Supplier does not accept any liability for any loss of data, corruption of data and any associated costs of replacement data.
- 2.16 The Supplier will only warrant the backup of applications and file structures where these are fully compatible with the Veeam software or as advised by the Supplier, noting that such compatibility may be revised from time to time by Veeam.

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.

Measure	Definition	Value
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 in paragraph 5 below)	99.9%

- 3.3 The Supplier will use its reasonable endeavours to commence a data restore following a request from the Customer, within the Response Times as set out in the table below.

Event Type	Service Hours	Response Time
P1	24/7/365	Within 4 hours
P2	24/7/365	Within 8 hours
P3	Business Hours	Within 24 hours, measured during Business Hours
P4	Business Hours	No target SLA

3.3.1 Priority levels in this table align with Event Priority given in table 3.1 of this Schedule.

3.3.2 As the time to restore will depend on many factors including, but not limited to, the size of the backup and the transit bandwidth, the SLA clock is paused when the restore starts and restarted when it finishes.

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
Cloud Backup	24/7/365	99.9%	Pro rata proportion 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.