

## Hosts-Un Limited - Supplementary terms for the supply of Back Up Services (Supplement A)

### 1. PROVISION OF SERVICES

- 1.1 The Services set out in this Supplement shall be supplied by Hosts-Un Limited to the Customer on the terms and conditions set out in Hosts-Un Limited's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.
- 1.2 The Service Schedules A1 and A2 and A3 attached to this Supplement each cover specific Back Up Services. The **'Back Up Services'** comprise any or all of the Disaster Recovery Services and/or Cloud Backup Services as set out in the Order and described in the attached Service Schedules.
- 1.3 This Agreement will be deemed effective on the Commencement Date set out on the Order and shall run for the Minimum Term as set out in the Order and for successive Additional Terms thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 1.5 of this Supplement. For the purposes of this Supplement, the **'Minimum Notice Period'** means the minimum number of days' notice required to terminate this Agreement, as set out on the Order.
- 1.4 For the avoidance of doubt, if any additional Order for Back Up Services is raised subsequent to the issuance of the initial Order, a new Minimum Term shall arise in respect of the services covered by the additional Order.
- 1.5 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:
- (a) By either party, by giving the other party not less than the Minimum Notice Period in writing to terminate the Agreement on the last day of the Minimum Term or any Additional Term;
  - (b) By the Customer, by giving thirty days' notice in writing to Hosts-Un Limited to terminate the Agreement if Hosts-Un Limited makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT notice is given by the Customer to Hosts-Un Limited within fourteen days of the effective date of the change(s).
- 1.6 In general, invoices for set-up or installation will be raised by Hosts-Un Limited immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all variable charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 1.7 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way of liquidated damages in the event that:
- (a) The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or Hosts-Un Limited terminates this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the:
    - (i) Payment of all outstanding set up charges, including the repayment of any discount that may have been applied; and
    - (ii) Payment of all Charges for the relevant Back Up Services due up to the end of the Minimum Term or the then-current Additional Term, as appropriate; and
    - (iii) Payment of any cancellation Charges set out in the Tariff;
  - (b) The Customer terminates this Agreement at convenience prior to the Service Live Date, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Hosts-Un Limited up to the date that Hosts-Un Limited received notice of the Customer's intention to terminate.

## SERVICE SCHEDULE A1

### DISASTER RECOVERY AS A SERVICE

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

#### 1. ADDITIONAL DEFINITIONS

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **"Cloud Hosts"** – the physical host servers, fully managed by the Company, which are used to provision the relevant Hosts-Un Limited Cloud Service.
- 1.2 **"DRaaS"** – Disaster Recovery as a Service provided through the use of software for the replication of Virtual Machines between cloud infrastructures.
- 1.3 **"DRaaS Service Description Document"** – the document which sets out the scope and description of the Services being provided by the Company.
- 1.4 **"Hosts-Un Limited Cloud"** – Hosts-Un Limited Enterprise Cloud or Hosts-Un Limited Private Cloud, as specified in the Order.
- 1.5 **"Hypervisor"** – the software and service layer provided by the Company to deliver one or more Virtual Machines on either a single Cloud Host or a resilient Cloud Host in order to deliver a secure virtual hosting platform.
- 1.6 **"Primary Site"** – The normal location or environment in which services run.
- 1.7 **"Recovery Site"** – The location or environment to which services are restored and temporarily run whilst in their Disaster Recovery position.
- 1.8 **"RPO"** – The RPO specifies the maximum time lag between data stored on the primary and disaster recovery locations – the maximum window in which data may be lost during a total loss of the primary location. Data replication cannot be immediate between distinct sites as it would then become a single point of failure. Therefore, there is an inherent time lag between the primary and disaster recovery locations.
- 1.9 **"RTO"** – Recovery Time Objective, the elapsed time for the Disaster Recovery failover action, which restores Virtual Machine(s) to the disaster recovery destination, to complete once initiated. The Company defines the service as being restored when virtual servers are powered on in the disaster recovery environment. The RTO does not include any time required to perform a graceful shut down of any non-failed workloads prior to the failover action starting.
- 1.10 **"Virtual Machine(s)"** – an operating system with a pre-determined quantity of memory, CPU processing capacity and storage that resides on a Hypervisor and the shared hardware and network infrastructure that forms the Hosts – Un Limited Cloud.

## **2. DRAAS – SERVICE SCOPE AND DESCRIPTION**

- 2.1 DRaaS is a software enabled replication technology that allows Virtual Machines running on the primary Cloud Host to be restarted on a secondary, remote Hosts-Un Limited Cloud Platform in the event that the primary platform becomes unusable.
- 2.2 The scope of the Services being provided by the Company is detailed in the DRaaS Service Description Document. 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 and that the Company has no responsibility for any failure of any of these related or dependent services.
- 2.3 In the event of a disaster, the Customer may invoke a disaster recovery event at which point the Company will invoke the replicated copy of each Virtual Machine on the Hosts-Un Limited Cloud platform.
- 2.4 Where the Customer purchases a private DRaaS solution, the total required resources are ring-fenced and reserved for the Customer's exclusive use, and the Company provides full assurance that the resources will be 100% available to the Customer.
- 2.5 Where the Customer purchases a shared DRaaS solution, the resources are drawn from the Hosts-Un Limited Cloud general pool and will be allocated to the Customer on a first-come, first-served basis. Accordingly the Customer accepts that there may be circumstances where the full resources needed are not available, for example where a large number of Virtual Machines (for a single large Customer, or multiple Customers) experience a disaster recovery event at the same time. The Customer accepts full responsibility and liability where resources are provided on a shared basis.
- 2.6 In the event that replication of Virtual Machines is from a compatible Customer managed cloud platform to the Hosts-Un Limited Cloud, the Company is unable to manage performance in accordance with the Service Levels in paragraph 4, as these configurations rely on an infrastructure that is not managed by the Company. The Customer will be responsible for ensuring network compatibility, and secure connectivity between the Customer cloud platform and the Hosts-Un Limited Cloud platform. In the event that changes or other service elements are required to bring the service live, over and above the booting of the Virtual Machines, the Customer will retain responsibility for this activity.
- 2.7 The Customer accepts that it should have a suitable back up system in place to protect their environment and data separate from this solution. The replication technology used will not protect from virus infection, or other types of data corruption or loss that occurs on the source cloud environment. In the event that the source cloud platform has been corrupted, there is a risk that any standby Virtual Machines may not be operational post replication, and the Company would not be liable for any failure to satisfy the Service Levels in paragraph 4.
- 2.8 The Customer is responsible for ensuring that any software licensing not provided by the Company is appropriate for use, where the licensed software transitions between the production source and target location.
- 2.9 In the event that a suspected hardware or software issue is identified, the Company will only provide end to end diagnostics if the connectivity, hardware and software is part of the Company managed solution.

## **3. DISASTER RECOVERY TESTING**

- 3.1 The Customer acknowledges that it is best practice to perform disaster recovery tests to prove that service can be restored following a disaster recovery event.

3.2 The Company will determine the appropriate nature and type of disaster recovery tests for the Customer's needs and will undertake any required testing with the Customer's approval.

3.3 Any service levels assigned to the original service shall not be applicable during any disaster recovery test.

#### 4. SERVICE LEVELS

4.1 The Company will use its reasonable endeavours to adhere to the following Recovery Times in respect of disaster recovery events as set out in the table below.

4.2 Disaster recovery failover actions must always be triggered by telephone from a primary account contact or a specifically authorised contact.

4.3 Where the failed site is a Company managed environment, this call may be triggered by the Company following an initial assessment of the impact of the failure and the time to fix. In the event that the Company deems it necessary to invoke this option, it may be undertaken without prior notification to the Customer.

4.4 It is agreed between the parties that there may be a delay to certain software services operating following a system boot and the SLAs will not be enforceable for the duration of time when there is no network connectivity at the disaster recovery site.

<u>SLA Data</u>	<u>Service Hours</u>	<u>Recovery Time</u>	<u>Fee Credits</u>
<b>RTO</b>	24/7/365	30 minutes	Pro rata proportion of the monthly Charges for any period of breach
<b>RPO</b>	24/7/365	10 minutes	Pro rata proportion of the monthly Charges for any period of breach
<b>Maximum Time in Disaster Recovery</b>	N/A	30 days in any 12 month period (including testing)  Where Disaster Recovery resources are private, no limit applies.	N/A

<u>Event Type</u>	<u>Service Hours</u>	<u>Response Time</u>
<b>Critical</b>	24/7/365 (Issue must be notified by telephone)	Within 15 minutes
<b>Impacting Service</b>	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
<b>Routine</b>	Working Hours	Within 30 minutes measured during Working Hours

**5. SERVICE CREDITS**

5.1 Any Service Credits which fall due pursuant to paragraph 4 above are payable subject to and in accordance with clause 13 of the Master Terms.

**6. PLANNED MAINTENANCE**

6.1 Save in a situation which is a Force Majeure event or in the case of an emergency, where the Company 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 Company 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 Company's standard procedures which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.

6.2 During the period of planned maintenance, the SLA for RTO and RPO will not apply.

## SERVICE SCHEDULE A2

### CLOUD BACKUP SERVICES

This is a Service Schedule as defined in the Master Terms. Where the Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to clauses are to clauses of the Master Terms, and references to paragraphs are to the paragraphs of this Service Schedule.

#### 1. ADDITIONAL DEFINITIONS

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **“Account Encryption Key”** — a data encryption key connecting to a single Customer account.
- 1.2 **“Cloud Backup”** — a capacity-based storage solution onto which the Customer can write compressed, deduplicated, encrypted backup data.
- 1.3 **“Cloud Backup Charges”** – the quota based, capacity based or fixed price charges payable by the Customer, with the nature of the charges being dependent upon the type of service provided to the Customer.
- 1.4 **“Cloud Backup Service Description Document”** — the document which sets out the scope and description of the Services being provided by the Company.

#### 2. CLOUD BACKUP — SERVICE SCOPE AND DESCRIPTION

- 2.1 Hosts-Un Limited Cloud Backup provides an all-on-disk, cloud hosted storage vault and backup toolset designed to be simply installed and configured in a customer environment that will enable enterprise quality server backup protection and high speed data recovery.
- 2.2 Cloud Backup Services are provided to the Customer for so long as the Agreement remains in force.
- 2.3 Cloud Backup Services are subject to payment by the Customer of the Company’s Charges for installation and support services, where appropriate, calculated at the Company’s rates as set out in the Order or as subsequently agreed between the parties from time to time.
- 2.4 Cloud Backup can be provided to the Customer on a managed basis or a standalone capacity only basis.
- 2.5 The scope of the Services being provided by the Company is detailed in the Cloud Backup Service Description Document. The Customer confirms that it has considered and retains full responsibility for all scenarios relating to Cloud Backup conditions and functionality of each related or dependent service and that the Company has no responsibility for any failure of any of these related or dependent services. The Customer is responsible for ensuring all of its data is included within the scope of the Services and accordingly the Company will not be liable for any situation relating to any data where the Customer has excluded such data from the scope of the Services.
- 2.6 The Customer accepts that there are risks inherent in internet connectivity and the Company does not warrant the performance or impact on any Services of any internet connectivity issues where such bandwidth is not wholly provided by the Company. The Company 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.

### 3. SECURITY

- 3.1 The Customer accepts that if the Account Encryption Key becomes lost then it is impossible to restore the backup data and the Company will be unable to assist in any way. The Company will not be liable for any loss suffered by the Customer in relation to any misuse or loss of the Account Encryption Key.
- 3.2 On termination of the Agreement, all data held by the Company, including secure Account Encryption Keys, will be removed and deleted by the Company and the Company will not hold a copy of this data or recover any data after the date of termination of the Agreement. The Customer should therefore ensure that it has taken copies of all relevant data before the termination date and shall remove any licensed software provided as part of the Services and return to the Company any onsite appliances provided by the Company within 14 days following the termination date.
- 3.3 If the Customer wishes to reduce the volume of Cloud Backup data, it is recommended that the Customer undertake a full back up of data after such reduction in volume.
- 3.4 The Company does not accept any liability for any loss of data, corruption of data and any associated costs of replacement data.

### 4. SERVICE LEVELS

- 4.1 The Company will use its reasonable endeavours to adhere to the following Response Times in respect of incidents as set out in the table below.

<b><u>Event Type</u></b>	<b><u>Service Hours</u></b>	<b><u>Response Time</u></b>
<b>Critical</b>	24/7/365	Within 1 Hour
<b>Service Affecting</b>	24/7/365	Within 8 hours
<b>Routine</b>	Working Hours	Within 2 Days, measured during Working Hours

- 4.2 The Company will use its reasonable endeavours to adhere to the following service levels in respect of the Services as set out in the table below.

<b><u>Measure</u></b>	<b><u>Description</u></b>	<b><u>Value</u></b>
<b>Service Hours</b>	The hours during which the service and SLA is provided	24/7/365
<b>Availability</b>	% of the service hours during which service availability is guaranteed (excluding planned maintenance in paragraph 6 below)	99.90%

- 4.3 Where incidents are identified within the provision of the Cloud Backup service, the Company shall not be liable for fixing these incidents where the Cloud Backup service is on a standalone capacity only basis, and in this instance the fix solutions and diagnostics can be made available to the Customer at the Company's current professional services rates.

4.4 Where consumed Cloud Backup capacity exceeds the level of Cloud Backup Charges payable by the Customer, the Company reserves the right to charge the Customer for the cost of any excess consumption. This is done in order to maintain the integrity of subsequent backups.

## 5. SERVICE CREDITS

5.1 Any Service Credits which fall due pursuant to this paragraph 5 are payable subject to and in accordance with clause 13 of the Master Terms.

	<u>Service Hours</u>	<u>Target Availability</u>	<u>Fee Credits</u>
<b>Cloud Backup</b>	24/7/365	99.90%	Pro rata proportion of the monthly Charges for any Non-Availability period

5.2 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.

5.3 **“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 4.2 above.

## 6. PLANNED MAINTENANCE

6.1 Save in a situation which is a Force Majeure event or in the case of an emergency, where the Company 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 Company 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 Company’s standard procedures which are available upon request by the Customer. In the case of a Force Majeure event or an emergency, no advance notice is required.