

SERVICE SCHEDULE

BCN CLOUD

This is a Service Schedule as defined in the Agreement. Where the BCN Cloud 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 Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

1 Additional Definitions

In this Service Schedule the following definitions have the following meanings:

Acceptable Use Levels means the acceptable use levels identified in the table set out in paragraph 5.2;

Availability means the % of the Service Hours during which service availability is guaranteed (excluding planned maintenance)

Guest means a Virtual Machine and Operating System which runs in the Hypervisor;

Host means a physical Server running a Hypervisor which runs and manages Guest Virtual Machines;

Hypervisor means an Operating System designed to run on the Hosts which provides the ability to securely run one or more Virtual Machines (the Guests). The Hypervisor ensures that each Virtual Machine is entirely segregated from every other Virtual Machine and manages the resources which are available to each;

Infrastructure Support Services means the provision of a Supplier-managed Operating System, for the physical and/or virtual, to the Company as further described in the relevant Service Schedule;

Operating System or **OS** means a software system designed to run directly on physical or virtual Machine which manages the hardware state and allows running of additional application software;

Virtual Machine or **VM** means a virtualised server environment running a Guest Operating System including the data files which define the Virtual Machine and those which contain the Virtual Machine's associated virtual disk drives and data;

Extended Waking Hours means standard daytime operating hours between 7:00 am and 7:00 pm on a Business Day;

BCN Cloud means an allocation of capacity provided by a number of Hosts operating in a resilient secured configuration, provisioned through the Hypervisor. The specification of and the number of Hosts is determined by the Supplier;

Response Times means those response times identified as such in paragraph 3.1 for the Supplier to respond to a ticket logged by the Company;

Service Hours means the hours identified in the tables set out in paragraph 3.1; and

Service Severity means the following priority levels as set out below:

Priority 1 Catastrophic business disruption, system or systems failure which is stopping the business from operating.

Priority 2 Severe business disruption or user critical issue, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.

Priority 3 Business disruption or multiple user issue, multiple users are experiencing an impacting issue, or a significant reduction in system performance.

Priority 4 Minor business disruption or user issue, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

Priority 5 Job or Task, a request to undertake a defined job or task.

2 Service Scope and Description

- 2.1 This BCN Cloud Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.
- 2.2 The provision of the BCN Cloud Service is subject to payment by the Company 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.
- 2.3 The Supplier reserves the right to suspend or disconnect the Service if it identifies that systems and/or devices on the end of any connection to the Service, or systems or software running on the Service are causing significant impact to the Service or are part of a 'botnet' (machines hijacked by others to distribute malicious software or other forms of abuse).
- 2.4 The provision of the BCN Cloud Service is subject to the Supplier delivering an 'audit and onboarding service' which will determine any remedial actions which would need to be addressed prior to the BCN Cloud Services going live. Any remedial actions will be discussed with the Company, and where the Supplier is required to undertake additional works as a result of the audit and onboarding service the Supplier will be entitled (in its sole discretion) to charge the Company. The audit and onboarding is included in the Charges listed in the Order form.
- 2.5 The Order form will detail the specification of the BCN Cloud under the following categories, these categories may include additional detail as required.
 - (a) BCN Cloud - Infrastructure as a Service, including;
 - (i) compute resources provided in the BCN Cloud;
 - (ii) storage resources, dedicated or shared;
 - (iii) initial Virtual Machine deployments;
 - (b) BCN Cloud - SPLA Software Licenses
 - (c) BCN Cloud - Software Licenses
 - (d) BCN Cloud - Network Services

- (i) access services for the primary datacentre.

2.6 The BCN Cloud service will be made available to the Company in a single primary Supplier datacentre unless a disaster recovery service is specified in the Order. Where a disaster recovery service is specified, at a minimum the following would be included in the Order;

- (a) BCN Cloud - DR Infrastructure as a Service (for the secondary Supplier datacentre)
- (b) BCN Cloud - Disaster Recovery Service
- (c) BCN Cloud - DR SPLA Software Licenses
- (d) BCN Cloud - DR Software Licenses
- (e) BCN Cloud - DR Network Services
- (i) access services for the secondary datacentre

2.7 The Supplier will:

- (a) design, set up, and configure the BCN Cloud capacity, connected storage and necessary services for the Company as defined in the Statement of Work, and / or in the Order form (as applicable). The Statement of Work or Order form will also detail any additional activities the Supplier will provide including the deployment of the specified Virtual Machines and any migration and additional configuration services. If the Statement of Work or Order form (as applicable) does not list such additional activities, the Supplier will not be required to undertake such activities.
- (b) monitor the BCN Cloud service health and allocated Company capacity and remediate issues, notifying the Customer where issues might affect the Company. Monitoring of allocated capacity includes:
 - (i) network availability associated with the provision and operation of the provided capacity;
 - (ii) virtual CPU usage;
 - (iii) virtual memory usage; and
 - (iv) disk capacity;
- (c) manage the available allocated capacity within the BCN Cloud service and make recommendations for capacity increases as required. Where recommendations are made by the Supplier and not accepted by the Company, the Company accepts that the availability of any services using the BCN Cloud capacity may be at risk and the Supplier cannot be held accountable for any impact associated with any allocated capacity constraints.
- (d) maintain available Host availability, capacity and Hypervisor services to deliver the capacity provided to the Company;
- (e) make configuration changes to BCN Cloud and the associated Hosts and Hypervisor to help prevent recurring problems or improve security;

- (f) perform logging, recording and basic diagnosis of all reported incidents;
- (g) perform incident and request management within the agreed Response Times as detailed below in paragraph 3, subject to Acceptable Use Levels.
- (h) apply available Operating System Hypervisor and software updates on a schedule selected by the Supplier, including major version upgrade as determined to be required by the Supplier to maintain the Service;
- (i) provide regular service management reviews, reports, and recommendations, to be delivered monthly unless otherwise agreed (where 'Service Management' is specified on the Order form);
- (j) where 'Service Improvement' is specified in the Order form the Supplier will:
 - (i) undertake defined system checks;
 - (ii) review and report as required on the following:
 - (A) software and hardware (end of life and upgrade);
 - (B) security (firewall, password policy, multi-factor authentication);
 - (C) risks and vulnerability review;
 - (D) licences;
 - (E) permissions (group policy and active directory);
 - (F) onsite processes; and
 - (G) backup, including retention policy and offsite data management.

The service improvement services will be delivered remotely unless otherwise agreed by the parties. Should these service improvement services require additional time this will be at an additional cost to the Company (at the Supplier's sole discretion);

2.8 The Supplier will not:

- (a) manage individual Virtual Machines or the Operating Systems running on the Virtual Machines as part of this Service. The Supplier does provide this service as part of the Infrastructure Support Service
- (b) re-install client applications or data, unless backed up by the Supplier as part of a backup service;
- (c) support or carry out installation or configuration of third party applications;
- (d) provide any support of devices running operating systems that are not supported by the Supplier as specified in the Order form;
- (e) be liable for the availability and security of any Company data held on the device, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Company by the Supplier;

- (f) implement as an inclusive part of the Service any change requested by the Company, any change will be managed through a defined and chargeable project;
- (g) provide any other activity or service that is not set out in this Services Schedule.
- (h) provide remedial services to restore, repair or perform any activities to deal with any cyber-attack including but not limited to a virus attack, a phishing attack, or a crypto lock attack. Where the Company requests the Supplier to undertake any remedial services the Supplier reserves the right to charge the Company at the Suppliers prevailing rates or at a rate previously agreed.

2.9 The Company will:

- (a) take responsibility for carrying out all deployment, configuration, and management of services not provided by the Supplier. The Supplier may take on these tasks at an additional cost to the Company (at the Supplier’s sole discretion) or bespoke professional services engagements, outside the scope of this BCN Cloud Service;
- (b) be responsible for the security and availability of all elements of its IT infrastructure not designed, built, or supported by the Supplier;
- (c) be responsible for ensuring that any data provided by the Company and that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the Company;

3 Response Times

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times as set out in the table.

Event Type	Service Hours	Response Times
Priority 1	Extended Waking Hours	Within 30 minutes
Priority 1	Outside Extended Waking Hours (where specified on the Order Form)	Within 60 minutes
Priority 2	Extended Waking Hours	Within 2 hours
Priority 3 or 4	Extended Waking Hours	Within 4 hours
Priority 5	Extended Waking Hours	Within 4 hours

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of these Service Hours, and shall resume during the Service Hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 5 Business Days the event will be classified as a Business Critical Service Failure, save where
 - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or

- (ii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
- (iii) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
- (iv) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

4 Availability

4.1 The Supplier will use its reasonable endeavours to deliver the following Availability as set out in the table.

Measure	Service Hours	Availability
Serviceable capacity to Guest	24x7x365	99.95%

4.2 Availability is the % of the Service Hours during which service availability is guaranteed (excluding planned maintenance)

5 Acceptable use

5.1 The Services provided by the Supplier are subject to the Acceptable Use Levels. In the event the Company requests Services in excess of the Acceptable Use Levels the Response Times and Availability of such Services will be supplied either at an additional cost to the Company (at the Supplier's sole discretion) or with suspended Availability measures and Response Times.

5.2 The Acceptable Use Levels Service are set out in the table below.

Service	Conditions
Serviceable capacity to Guest	Where the Company installs software or uses the Service outside of the intended use the availability measure will not apply

6 Planned Maintenance

6.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.

6.2 During the period of Planned maintenance as detailed in paragraph 6.1, the Response Times will not apply and Availability will not apply.