Schedule Document

Node4 Backup as a Service (N4BaaS)

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This schedule contains additional terms and conditions, service description & Service Levels applicable to the portfolio of cloud backup services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

The N4 BaaS (Backup as a Service) family includes the following individual services that are itemised below and that are distinct from the backup option applied to shared cloud resources. N4 BaaS family services are available independently of cloud-based resources and are offered on a managed service or Client accessible portal basis.

- Veeam Cloud Connect Backup – publicly accessible off-site backup of Virtual Machines, servers or workstations from Client premises or colocation to Node 4 data centres.

- Veeam Backup for Office 365 – Managed service providing backup of Office 365 to Node4 Data Centres

- Remote Data Recovery Service (RDRS) – Provision of NetApp ONTAP target location within Node4 Data centre supporting SnapMirror and SnapVault data transfer (requires dedicated (Non-Internet) connection.

- N4Vault Legacy Service – Legacy publicly accessible backup service supporting remote offsite backup of Virtual Machines, servers or workstations. No longer supported for new Clients.

2. Definitions

"Ahsay" is the underlying software product suite on which the N4Vault Legacy Service remote backup service is based.

"Equipment" means, without limitation, any equipment, machinery, and apparatus provided by Node4 as part of the Services, and/or used in order to make available the N4Cloud backup services to the Client.

"Incident" means an unplanned interruption to a service or a reduction in service quality

"License" means a perpetual or user-based or other software license as required to be purchased by the Client or provided by Node4 as part of a managed service under the terms of a software license agreement from a Third-Party Software Vendor.

"License Fees" means a fee or charge from a License or Licenses including OS Licenses, Application Licenses and user-based licenses including Microsoft Office, Microsoft Office365, Microsoft Visual Studio.

"MFA" is an acronym for Multi-Factor Authentication where a separate "secret" must be exchanged with the remote connection point in order to allow connection.

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client.

"Node4 Network" means the network wholly owned and managed by Node4;

"N4BaaS" is the family of remote data backup offered by Node4.

"Service Desk" means the single point of entry for all Service Tickets and Service Requests which can be accessed over the phone, by email or via our portal.

"Service Request" means a request for a change for information

"Service Ticket" means the tickets which are raised in relation to Incident or Service Request

"Veeam Cloud Connect" is the service name applied to both provision of Internet accessed backup storage capacity and provision of Veeam licensing enabling this Veeam specific service.

"Veeam Backup for Office 365" is the name applied to the Office 365 service backing up the Client's

data to Node4 cloud repository within our own Data Centre(s).

"Remote Data Recovery Service (RDRS)" is the name of a NetApp specific service providing a SnapMirror/SnapVault target environment to which Clients with an appropriate network link can replicate from an on-premise NetApp system to Node4 provisioned Storage Virtual Machine (SVM) based volume.

"N4Vault Legacy Service" is a legacy service providing remote backup for VMs, Workstations and Servers based on the Ahsay software agent. This product is no longer sold to new Clients.

"Planned Outage" means proactive work required to maintain the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in Incident or service reliability measurements.

"Professional Service Fees" means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below.

"Service Affecting Incident " means any failure of a Node4 service, which, in our reasonable opinion causes a loss of a Client's service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the Incident is registered by Node4 and a Service Ticket allocated.

"Service Availability" means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given measurement period. The Node4 service shall be deemed available for the purposes of calculating Service Availability, even if it is not usable, due to: -

• an event outside our reasonable control;
• Client Responsible Incident;
• Third-Party Attributable Incident
• Planned Outage including patching and software upgrades

"Setup Charge" means Fees payable by the Client for the setup of the Services as provided in the Order Form;

"SnapMirror / SnapVault" are NetApp specific data replication technologies which provide the transport and synchronisation capabilities for the **Remote Data Recovery Service (RDRS)**.

"Standard MAC" means a change to one device which can be completed within 30 minutes by a technical support engineer between 7am and 7pm Monday to Friday.

"Third Party Software Vendor" means the owner of software which is either licensed by Node4 or licensed by the Client in both cases for software deployed/used within the Services.

"Time to Resolve Incident" means the length of time from the issue of the Service Ticket to repair and resolution or the service.

"VBO365" is the contraction of Veeam Backup for Office 365 and in the context of this service schedule refers to the Node4 backup service of Office 365.

3. Specific Terms

The following terms and conditions shall apply when Node4 provides N4Cloud Backup services to the Client.

3.1 Client data
Client shall be liable for all the Client data that Client transmits to Node4 as a result of use of the N4Cloud Backup services. Client represents and warrants that Client owns all Client data transmitted to and stored within the N4Cloud Backup services and that the Client has permission from the rightful owner for it use.
Node4 disclaims all liability relating to any Client data with the N4Cloud Backup services, and for all liability relating to unauthorized use (by other users) of Client data.

3.2 Third party software
Client may not and is not licensed to install or use software or technology in any way that would infringe any Third-Party Software Vendor's intellectual property, technology or licencing usage rights.

3.3 Third parties

Node4 shall not be liable in respect of any contract, agreement or relationship that Client may have with any third party. If a dispute arises between Client and a third party involving Node4's N4Cloud Backup services, Node4 shall provide, at Client's expense, the Client with reasonable information and assistance to the extent that such is not adverse to Node4's interests to Client in the resolution of such dispute.

3.4 Software licenses

Where the Products or Services include software, the same is provided on a licensed basis in accordance with the License terms and conditions applicable thereto, which the Client agrees that it will comply with.

3.5 Software license audits

Where the relevant software License prescribes, Third Party Software Vendors (or their agents) may have a right to conduct audits on the deployment/usage of their software in the Services. Where this happens, the Client shall support Node4 in compliance with such audits (as prescribed in the software License). If an audit reveals any unlicensed software, then the Client shall within 30 days of notice order sufficient software Licenses to cover its unlicensed use and reimburse Node4 any resulting software License Fees which are incurred as a consequence. Where the Client is unable or unwilling to comply with a Software License audit request then the Client shall fully indemnify Node4 for all internal costs and charges from Third Party Software Vendor which it incurs as a result.

4. Fees

Fees will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client. Fees may comprise any or all of the following aspects.

4.1 Installation and setup fees

Any applicable installation or set-up Fees as detailed on the Order Form.

4.2 Rental fees

Rental Fees are invoiced either monthly or annually in advance based on the options taken and any other related service and are identified on the Order Form.

4.3 License fees

Initial applicable License Fees are identified on the Order Form and will be invoiced either monthly or in advance, but will be subject to change over time from, for example, changes in user numbers and/or as a result of software License audits or increases in license charges from the vendors. License Fees are charged for the complete month and any increases will be invoiced from the month following identification.

4.4 Additional professional services

Additional tasks undertaken at the request of the Client by Node4 personnel, will be charged at rates agreed between the parties in advance.

6. Provision of Services

6.1 Veeam Cloud Connect Backup

The components of the Veeam Cloud Connect Backup Service are as follows: -

- Node4 Veeam Cloud Connect Portal which provides Clients a URL and credentials to configure a Veeam Backup and Replication server or Veeam Agent to point to Node4 provisioned backup storage
- The purchased pool of backup storage capacity
- Requisite licensing subject to purchasing model utilised which may be Rental or perpetual licensing. Different pricing model will apply in each case.
- Optional extended retention or additional storage provision

The Veeam Cloud Connect Backup Service enables the Client to securely create a secondary off-site copy of backup data from on-premise or Node4 colocation sites such that data objects or complete system images may be restored. The source platforms may be:

VMware or Microsoft Hyper-V environment virtualisation host running Veeam Standard, Enterprise or Enterprise Plus edition where the supported Hypervisor versions are: -

- VMware vSphere 5.x or later
- Microsoft Hyper-V 2008 R2 SP1 or later

A full list of supported environment for Veeam Backup and Replication Cloud Connect and Veeam Agents for Windows and Linus can be referenced

here: https://www.veeam.com/backup-replication-system-requirements.html

The service provides the Client with access to a Cloud Gateway URL and Port, login credentials and location from which the appropriate agent software can be downloaded along with a guideline link for configuration of the service.

In the event of data loss, the Client may restore data from the Node4 cloud backup repository by executing a restore job from the Veeam console where such jobs can be files, folders or complete virtual machines or physical systems if the Veeam Agents are deployed.

Management of the Veeam Cloud Connect Backup service is performed by the Client from the either the Veeam Backup and Replication (VB&R) console or the Veeam Agent console where a physical server or workstation is the source system.

The backup schedule and retention configuration are the responsibility of the Client, data can be retained for as long as the Client wishes subject to the purchased capacity not being exceeded.

Clients can extend backup capacity simply by ordering additional capacity for rapid provisioning through the normal product or service ordering channels rather than raising a support request.

In the event of a backup failure or apparent unavailability of the backup service, the Client can receive support in one of the following ways: -

- Calling Client Support on 0845 123 2229 where a Service Ticket will be raised on the Client's behalf;
- Raising a Service Ticket via email to support@node4.co.uk. This option is not recommended where Incident resolution is urgent, as delivery of e-mail cannot be guaranteed.
- Login to support.node4.co.uk Client Support portal to self-administer a new Service Ticket.

6.2 Veeam Backup for Office365
The components of the Veeam Backup for Office 365 Service are as follows:

- Node4 managed service providing backup from Office 365 tenant to Node4 cloud storage

- Requisite licensing, support and storage costs incorporated in per-user pricing model
- File, item or full restoration as Service Ticket driven operation
- Optional custom backup policies

This is a service providing backup of the Client's Office 365 tenancy to an off-site repository located in one of Node4's secure Data Centres. The service is offered as an OPEX based consumption model based on bundles of user quantities. Clients can add users and storage to base bundles.

The underlying technology of the service is Veeam allied with enterprise class storage providing an industry standard solution with the benefit of no Client administration overhead. The service is primarily intended to mitigate against accidental or malicious data loss, litigation recovery of data objects and granular recovery of Office 365 objects.

Implementation of the service requires completion of an (RFI (Request for Information) ensuring that an accurate estimate of initial capacity and growth can be established.

Retention of data default to nightly backup with 30-day retention but the RFI allows the Client to select varying backup policies and retention periods thus defining the overall backup storage capacity to be purchased.

Node4 require the administration credentials of the O365 tenancy in order to direct the backup to the Node4 repository. The Veeam Backup for Office 365 service may be configured for MFA (Multi Factor Authentication) access to the Client tenant.

Node4 during, implementation and based upon the RFI details, will setup up one or more proxy servers and configure the job schedule for maximum efficiency across proxies. For example, jobs may be split into mail backup, SharePoint data backup, OneDrive backup and so on.

Restoration events from backup to the "live" Office 365 tenant are requested and controlled via Node4 Service Tickets. Granularity of restoration will be as provided by the underlying technology of Veeam Explorers for Exchange Online, SharePoint and OneDrive.

Restoration will be directed solely to the original tenant account only. Requests for data extraction to alternative media will incur Professional Service Fees and will be quoted on request separately from delivery of this service.

6.3 Remote Data Recovery Service

The components of the N4BaaS NetApp System Backup service are as follow:

- Node4 provide a target NetApp SnapMirror / SnapVault volume (7-Mode or CDOT) as a remote target.
- Point to point (MPLS) circuit or IPSec VPN tunnel conforming to Asynchronous SnapMirror minimum bandwidth requirements
- Storage capacity as required by Client calculated as usable SAS / SATA NetApp FlexVol volume
- Monitoring of target storage system availability
- Monitoring of replication status

The NetApp System Backup Service is a vendor specific service supporting NetApp storage systems users requiring an offsite replication target without needing to purchase secondary storage equipment and accommodation in which to site the secondary system(s). Node4 offer SnapMirror / SnapVault target volumes for ONTAP 7-Mode or ONTAP (Clustered Mode) via a point to point or IPSec VPN tunnel.

This service is intended to be a backup target utilising the replication technology available to NetApp FAS and HCI based storage system. The target storage is bulk (slower, higher capacity) storage and is not intended to provide a Disaster Recovery service but does facilitate reverse synchronisation in the event of data loss or corruption within the primary site. Note that this service utilises Asynchronous replication only.

Node4 will provide the IP address(es) and volume name(s) of the target storage however, NetApp SnapMirror and SnapVault replication relationship are configured from the target site therefore as part of the initiation of the service, Node4 will configure the target environment and replication setup, this will require the source storage system credentials to be provided.

Target storage is not currently encrypted at rest.

The pricing model for the NetApp System Backup service is based upon the capacity demand of the replication and retained snapshots with storage set at a price per GB / Per Month and a minimum contract duration of 12 months.

In addition, a Service Setup charge will be applied, the price of which is dependent on the complexity of the replication relationship configuration and any network dependencies.

Network services are not incorporated within this service and must be purchased separately.

6.4 N4Vault Legacy Service

The components of the N4Vault Legacy Service are as follows: -

- Node4 provide server, workstation or VM agent software with requisite licensing
- Client accessible portal for managing backup storage and recovery
- Node4 provide the target URL for backup software configuration
- Backup storage capacity as required by Client

This backup service provides a public Internet accessible repository to the Client where download, installation and configuration is a self-service activity supported by an Installation / User Guide provided by Node4.

The service supports backup of Desktop or laptop workstations along with physical or virtual servers. Each client agents requires configuration and set-up separately, there is no consolidated management console for this product.

N4Vault Legacy Service supports backup of files, folder or complete system images with local backup repositories being available as an additional option as well as backup to the Node4 repository. Files may be restored to original or alternative locations.

Node4 provide the destination URL and login credentials to the Client enabling setup of the NVault (Ahsay) client software.

The service supports AES-256 encryption of backup data and this can be set by the Client during configuration of the backup client software.

Clients purchasing one or more NVault clients are able to login to the Node4 repository console in order to manage their total backup storage pool.

6.5 N4BaaS Software or Cloud Service Licensing

Some Node4 Backup products are software or third-party subscription only, facilitating services such as Client managed cloud services or enhanced facilities within on-premise solutions. Examples of these currently include N4BaaS Salesforce cloud Backup and N4BaaS Veeam NAS Backup.

A software license only sale or third-party cloud service sale has no Node4 service attached to it and any configuration, management or support is the responsibility of the Client unless the backup software or cloud service is incorporated within a managed service contract. Support is usually provided directly by the vendor as Node4 is acting simply as the reseller in these cases.

Node4 Service desk facilities are not available for these products

6.6 Internet security

N4BaaS may be managed by the Client from an internet accessible portal. In order to obtain access Clients are allocated usernames and passwords on a per-person basis. It is possible to restrict functions for a group of users by creating a 'role' and specifying the activities that any user with that role may perform. The Client agrees that the usernames and passwords shall be safely stored at all times and that the individual is responsible for all actions carried out using their user name.

The Veeam Cloud Connect Backup service provides AES-256 standard encryption of data in flight and of storage backups (.vbk files).

6.7 Service installation and provisioning

Standard set-up is provided for Backup services. The Client may be required to download and install software agents for the simple services such as Veeam Cloud Connect Backup. For more complex configurations a technical scope document or Request for Information (RFI) will be used and any relevant Fees are identified on the Order Form.

6.8 Client Support

Node4 will provide Gold (24 x7) level support for the Backup services. Bronze (9:00 – 17:30 weekdays

excluding statutory Bank Holidays) support if provided for Client user support. .

Node4 provides the service direct to the Client. The Client commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Client.

6.9 Essential Maintenance

Where Node4 plans to perform essential maintenance Node4 will endeavour to perform such works during periods of lower usage and will endeavour to give the Client ten (10) days prior notice. In the event of an emergency Change or Service Affecting Incident such notice may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

This notice may be provided on N4Status (www.n4status.co.uk) rather than a direct notification. Clients can subscribe to status updates on the N4Status website to receive automated direct notifications.

6.10 Changes

Moves, Adds & Changes (MAC) are not provided as part of the standard service. If "Full Management" is included on the Order Form Standard MACs are included (fair use policy applies).

Change requests conducted outside of the support contract, or change request implemented outside normal business hours will be dealt with as chargeable projects and subject to the Support and Professional Services Fees in 5.4.

7. Incident Management

7.1 Incident handling

Incident are handled as outlined in the Incident Management Schedule Document.

7.2 Hours of support

The following table details the different Support Hours relating to the Support hours defined on the Order Form.

Support Hours	
Bronze	Standard business hours support 9am to 5.30pm week days, excluding bank and national holidays

					Request
Silver	Support hours between 7am and 7pm weekdays, excluding bank and national holidays				
Silver Plus	Priority 1 and 2 - Support hours between 7am and 7pm 7-days a week, including bank and national holidays, excluding Christmas day, Boxing day and new year's day Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays				
Gold	Priority 1 and 2 - Support hours 24/7 Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays				

7.3 Incident priority

Each new Incident will be assigned a priority level by the Service Desk based on the following definitions. These levels allow us to prioritise resources and escalate where appropriate.

Priority	Description
1 - Critical	A major Incident resulting in total loss of service.
2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 - Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 - Low	General, single user with degraded service, non-service affecting support.
5 - Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.

7.4 Time to repair

Node4 aims to respond and resolve incidents or commence restores in relation to the Node4 N4BaaS with the following times:

Priority	P1	P2	P3	P4	Service

	P1	P2	P3	P4	Request
Response / Acknowledgement	30 Mins	1 Hour	2 Hours	4 Hours	12 Hours
Commencement	1 Hour	2 Hours	4 Hours	N/A	N/A
Frequency of Updates	1 Hour	2 Hours	12 hours if Resolve / Target to Fix exceeded		
Resolve / Target to Fix or Commence Restore	4 Hours	8 Hours	12 Hours	36 Hours	60 Hours

Resolution times in the table above do not apply where there is a Client Responsible Incident, a Third Party Attributable Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

All priority 1 & 2 Incident should be raised via the Service Desk system by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Client is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

* Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

7.5 Incident duration

All Incidents will be reconciled against the corresponding Service Ticket raised by the Service Desk. The exact incident duration will be calculated as the elapsed time between the incident being reported to the Service Desk and the time when Service is restored.

8. Service Credits

The following equation will be used to calculate Backup Services and Client management portal (where applicable) availability. References to minutes are to the number of minutes in the applicable Monthly Review Period:

$$((Total\ minutes - Total\ minutes\ Unavailable)/Total\ minutes) \times 100$$

Node4 will provide the Client with service credits, as set out below, for the failure to meet the following targets:

8.1 Backup service availability

Availability	Service Credits as % of Monthly BaaS Service Charge
<99.99%-99.85%	5%
<99.85%-99.7%	10%
<99.7%-99.5%	20%
<99.5%-99.0%	25%
<99%	50%

8.2 Backup service administration / management portal availability

Availability	Service Credits as % of Monthly BaaS Service Charge
<99.99%-99.85%	5%
<99.85%-99.7%	10%
<99.7%-99.5%	20%
<99.5%-99.0%	25%
<99%	50%

8.3 Calculation of service credits

Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Fee.

Service credits will be calculated monthly, aggregated and credited to the Client on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of the service for that Monthly Review Period.

The Client must claim any service credit due to a failure to meet the Service Levels, in writing, within twenty-one (21) Business Days of the date at which the Client could reasonably be expected to become aware of such failure, otherwise no service credits shall be payable. The Client shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Client, the Client shall assist, and shall not be entitled to any service credits until Node4 has received all the information it has reasonably requested.

8.4 Exclusions to payments of service credits

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Client in relation to the Service Availability for Incidents or disruptions to the Services caused by any of the following: -

- The Incident, action or negligence of the Client, its employees, agents or contractors;
- The Client failing to comply with the provisions of the Agreement;
- An Incident in, or any other problem associated with, equipment connected on the Client's side of the Node4 Network termination point, except where such Incident or problem is directly caused by the fault, action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 10 (Force Majeure) of Node4's Terms and Conditions;
- Any Planned Outage.