



Schedule document

**Channel Data Services**

Node4 Limited

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# Schedule Document

**Channel Data Services**

This schedule contains additional terms and conditions, service description and service levels applicable to Channel Data Services and should be viewed with associated Order Form, Node4’s General Terms and Conditions and the Acceptable Use Policy.

## 1. Overview

This set of services provisions selected functions of the Veeam Service Provider Console (VSPC) to channel partners, such that channel partners can offer the Node4 Cloud Connect based backup capability to their end-user customers.

The service, in broad terms, offers ‘tenancies’ similar to a public cloud provider where channel partners can resell Veeam licences and storage capacity, along with their own value-added wrap around services.

The storage element of the service will provide an immutable object storage service comparable to native AWS S3. In addition, Veeam repositories will provide an enhanced immutable repository by supporting the ‘Object Lock’ function

Channel Data services conform to the Veeam Competency Program for Service Providers, ensuring that such services meet Veeam’s specific requirements for offering services to channel partners.

## 2. Definitions

***“Backup”*** means copying of data from an end-user customer environment to a Node4 target repository, as part of a scheduled operation configured by a channel partner utilising the Node4 provisioned environment.

***“Consumption Billing”*** meansthe variable component of the service, such as storage consumed and licensing usage changes.

***“Customer”*** means a Node4 channel partner in the context of this specific service offering.

***“Customer Responsible Incident”*** means if a Service Affecting or Non-Service Affecting Incident is identified as being attributable to Customer Provided Equipment, Premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the Incident shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

***“End-User”*** means the customer of the Node4 channel partner. In the context of this specific service offering, there is no direct relationship between Node4 and the end-user.

***“Incident”*** mean*s* an unplanned interruption to a service or a reduction in service quality**.**

***“Installation Fees”*** means charges payable by the Customer for the installation of Services as provided in the Order Form.

***“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 on Ready For Service Notification.

***“Channel Data Services”*** means the pre-configured environment offered by Node4, allowing channel partners to create, operate and manage data protection services for end-users.

***“Node4 Network”*** means the network wholly owned and managed by Node4.

**“Non-Service Affecting Incident”** means an Incident or condition which is not a Service Affecting Incident.

***“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.

***“Restore”*** means copying of data from the Node4 repository back to a specified location within the end-user customer’s environment. Restoration events are performed by the channel partner or end-user, depending on how the channel partner has configured their service offering.

***“Service Affecting Incident”*** means any failure of Node4 service, which in our reasonable opinion, causes a loss of a customer’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 Monthly Review Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Incident, a Third Party Attributable Incident or is due to a Planned Outage.

***“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.

***“Third Party Attributable Incident”*** means in the event that a Service Affecting or Non-Service Affecting Incident is identified as being attributable to a third party, this measurement period shall not be included in service availability measurements. Such Incidents do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third-Party Attributable Incidents as soon as possible.

***“Veeam Environment”*** means the collection of servers, gateways, proxy servers, Application Programming Interfaces (APIs) and network connections that are utilised to provision the service.

***“VSPC”*** means the fundamental console (Veeam Service Provider Console) and associated APIs that facilitate deployment, configuration and management of a backup environment provided by Node4. VSPC may exist behind a customised partner portal.

## 3. Specific terms

The following terms and conditions shall apply when Node4 provides Channel Data Services to the Customer.

### 3.1 Customer Data

The Customer shall be liable for all the data that is transmitted to or from the Node4 Channel Data services.

The Customer represents and warrants that Customer owns all Customer data transmitted to and stored within Node4 Channel Data Services and that the Customer has permission from the rightful owner for it use.

Node4 disclaims all liability relating to any Customer data with Node4 Channel Data Services, and for all liability relating to unauthorised use (by other users) of Customer data.

### 3.2 Third Party Software

The Customer 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 the Customer may have with any third party. If a dispute arises between the Customer and a third party involving Node4’s Channel Data Services, Node4 shall provide, at Customer’s expense, the Customer with reasonable information and assistance to the extent that such is not adverse to Node4’s interests to Customer 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 Customer 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 Customer shall support

Node4 in compliance with such audits (as prescribed

in the software License). If an audit reveals any unlicensed software, then the Customer 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 Customer is unable or unwilling to comply with a Software License audit request, then the Customer 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 Veeam tenancy credentials are provided by Node4.

Fees may comprise any or all of the following aspects:

### 4.1 Installation and Set-up Fees

Any applicable Design, Configuration, and Installation Fees for the implementation of the Channel Data Services as consumed by the channel reseller partner.

### 4.2 Monthly Fees

Monthly Fees are paid in arrears and is a variable charge dependent on:

* Licenses consumed during the period.
* Data storage and any applicable data movement charges incurred by Node4 to support this service.

### 4.3 Professional Service Fees

Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates as agreed in advance between the parties.

## 5. Customer Responsibilities

In order to deliver Channel Data Services, we expect the Customer to provide:

* An initial signup / order for a tenancy which in turn authorises Node4 to process consumption-based invoicing to the Customer.
* Full cooperation with Node4 to resolve any technical issues arising from use of Channel Data services affecting their end-users.

## 6. Provision of Services

Channel Data Services provides the channel partners with backup and restore capability to Veeam data protection environment provisioned by Node4 but configured, managed, and monitored for end-users by the channel partner.

### 6.1 Channel Data Services

The components of the Channel Data Services are as follows:

* Signup Portal.
* VSPC Portal.
* The pool of backup storage capacity on a target repository.
* Veeam environment.
* Veeam licenses.
* Veeam agents.
* Internet connectivity to enable administration, management and monitoring.

Channel Data Services are vendor specific service, supporting the Veeam ecosystem for backup and associated services requiring offsite repositories without needing to purchase secondary Veeam Backup & Replication environments and accommodation in which to site the secondary system(s).

The target storage is provision on an enterprise class object storage hardware supporting immutable storage and object capability.

The pricing model for the service is based upon:

(i) The overall capacity demand of the channel partner for all their ‘company” objects (sub-tenancies). Capacity includes initial backup and all retained snapshots with storage set at a price per GB / Per Month and a minimum contract duration of 12 months. The service is a consumption model, allowing freedom to increase and decrease usage as required by the channel partner which is affected by the partner from the VSPC portal.

(ii) License consumption which is also a consumption model of Veeam licenses where increases and decreases in usage as required by the channel partner are affected by the partner from the VSPC portal.

The service is Internet based. Any other network services are not incorporated within this service and must be purchased separately.

### 6.2 Security

Backup data is secured with AES – 256-bit encryption at-rest and TLS 1.2 HTTPS connections in-flight.

### 6.3 Service Provisioning

Veeam based Channel Data Services are provided via a combination of a web-based signup and a Veeam Service Provider Console based management and administration platform.

Upon completion of sign-up, the channel partner is provided with VSPC console credentials facilitating the creation of the sub-tenancies (referred to as a company by Veeam), deployment of storage and licenses as required.

Channel partners are billed on a consumption basis on a monthly schedule for all resources consumed.

Resource consumption may be varied up or down according to the needs of the channel partner and their own customers.

### 6.4 Customer Support

Node4 will provide Gold (24 x 7) level support for the Channel Data Services.

Node4 provides the service direct to the Channel Partner. The partner commits to fully manage all their end-user customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer.

### 6.5 Maintenance Window

Where Node4 plans to perform essential works, Node4 will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least five (5) days prior notice. In the event of emergency works or a Service Affecting Incident, Node4 will aim to provide notice in advanced and as much advanced notice as possible.

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

### 6.6 Changes

All changes to the service delivered to end-user customers are performed by the channel partner within the Veeam Service Provider Console.

Channel Data services are a fixed set of function provided via the Veeam Service Provider Console. Changes apply only to Node4 provided enhancements to the service capability and features.

## 7. Incident management

### 7.1 Incident Handling

Incidents are handled as outlined in Incident Management Schedule Document.

### 7.2 Fault Duration

All Incidents recorded by the Node4 monitoring system 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 Service Ticket being opened and the time when Service is restored.

### 7.3 Hours of Support

Node4 Channel Data Services includes Gold level support, as detailed in the table below.

|  |  |
| --- | --- |
| Support Hours |  |
| 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 |

### 7.4 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. |

### 7.5 Time to Repair

Node4 aims to respond, update and resolve Incidents in relation to the Channel Data Services within the following times:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Priority**  **(Number are in hours)** | **P1** | **P2** | **P3** | **P4** | **Service**  **Request** |
| Response / Acknowledgement | 0.5  Hours | 1 Hour | 2 Hours | 4 Hours | 12  Hours |
| Commencement | 1 Hour | 2 Hours | 4 N/A N/A  Hours | | |
| Frequency of Updates | 1 Hour | 2 Hours | 12 hours if Resolve /  Target to Fix exceeded | | |
| Resolve /  Target to Fix | 4 Hours | 8 Hours | 12  Hours | 36  Hours | 60  Hours |

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

All priority 1 & 2 Incidents should be raised via the Service Desk by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Customer 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.

Service Requests outside of the support contract, or Service Request implemented outside normal business hours these will be dealt with as chargeable projects.

## 8. Service Availability

The service is considered available if the sign-up portal, storage, gateways and the VSPC portal is available at the time any channel partner interaction is required.

Node4 will provide the Customer with Service Credits, as set out below, for the failure to meet the following target:

### 8.1 Service Availability Objective

The service availability objectives of this service are detailed below:

|  |  |
| --- | --- |
| **Service** | **Availability** |
| Channel Data Services | 99.99% |

Service availability is calculated monthly on a per-service basis using the following formula and expressed as a percentage:

Total Time - Unavailable Time x 100%  
Total Time

### 8.2 Service Credits

Credits will only be provided for failure to meet the availability levels set out above.

With respect to any service outages that entitles the customer to receive a credit, the amount of the credit will be calculated as follows, based on the duration of unavailable time beyond the applicable threshold time:

|  |  |
| --- | --- |
| **Availability** | **Service Credits as % of Monthly Service Charge** |
| >= 99.99% | 0% |
| < 99.99% | 10% |

**8.4 Calculation of Service Credits**

Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Fee. Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis. If a Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that service for that Monthly Review Period. The Customer 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 Customer could reasonably be expected to become aware of such failure. The Customer 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 Customer, the Customer shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

### 8.5 Exclusions to Payment of Service Credits

Service credits will not be payable by Node4 to the Customer in relation to the Service Availability for Incidents or disruptions to the Service caused by any of the following:

* The Incident, action or negligence of the Customer, its employees, agents or contractors.
* The Customer failing to comply with Node4’s Standard Terms and Conditions.
* An Incident in, or any other problem associated with equipment connected on the Customer’s side of the Node4 Network Termination Point, except where such Incident or problem is directly caused by the action or negligence of Node4, its employees, agents or contractors.
* Any event described in Clause 12 (Force Majeure) of Node4’s Standard Terms and Conditions (Schedule 1).
* A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4.
* Planned Outage during any Maintenance.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

The provision of Service credits shall be the sole and exclusive remedy for the failure to meet targets for the service. Node4 shall have no additional liability to the Customer.