# Schedule Document

## Virtual Data Centre

**Public**
Node4 limited
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# SCHEDULE DOCUMENT
## Virtual Data Centre Service

This schedule contains additional terms and conditions, service description and service levels applicable to the Virtual Data Centre (VDC) Service V1.0 and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

## 1.    Overview

Virtual Data Centre Service is an Infrastructure as a Service offering for Node4 providing Compute, Storage, Networking, Services and Licensing.

## 2.    Definitions

*"Backup"* means an optional service ensuring that data held in Virtual Data Centre virtual machine instances is backed up to a secondary repository facilitating restoration of data disk or file objects.

*"Customer Responsible Incident"* means in the event that a Service Affecting Incident 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 service credits, rebates or compensation.

*"Consumption Billing"* means monthly payment due to Node4 resulting from hourly or monthly use of active resources or licenses.

*"Failover"* is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

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

*"License"* means a perpetual, user based, rental, or other software license as required to be purchased 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.

*"License Mobility"* means an arrangement whereby Licenses owned by the Customer can be deployed/used within the VDC services. License Mobility must be permitted under the terms of any applicable License and must specifically permit Customer owned Licenses to be deployed on third party hardware (including the Azure Hybrid Cloud Service).

*"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 following the Ready For Service Notification.

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

*"Planned Outage"* means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with the Customer in advance of the required work. Any planned downtime shall not be included in fault or Service Availability measurements.

**"Protected Instance"** means a Virtual Machine configured for Replication by the VDC Site Recovery Service from a primary site to a secondary site.

**"Protected Item"** refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the VDC Backup Service.

*"Service Affecting Incident"* means any failure of a 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.

*"Replication"* means that an option service whereby a customer's instance complete with data disk(s) is copied in real time to an alternative location providing

mitigation of site or instance failure (Disaster Recovery).

**"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 or for information

**"Service Ticket"** means the records which are raised and updated in relation to Incident or Service Request

**"Subscription"** means a logical container for billing and the provision of VDC resources.

**"Third Party Attributable Incident"** means in the Incident that a Service Affecting Incident or Non-Service Affecting Incident is identified as being attributable to a third party. Any downtime shall not be included in Service Availability measurements and does not qualify for service credits, rebates or compensation. Node4 will endeavour to resolve and rectify such Third-Party Attributable Incidents as soon as possible.

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

**"User-based License"** means a License for software sold on a user-by-user basis by the relevant Third-Party Software Vendor. Examples of such software include Microsoft Office, Microsoft Office365, Microsoft Visual Studio.

**"VDC"** means a Virtual Data Centre which represents the Node4 infrastructure as a service offering supporting compute, storage, networking, services, and licensing.

**"Virtual Machine"** means a hypervisor-based operating system instance of pre-configured size, capacity and performance,

# 3. Specific terms

The following terms and conditions shall apply when Node4 provides Virtual Data Centre Service to the Customer.

## 3.1 Subscription Billing

The customer will be provided with access to VDC Subscriptions, which provides access to the self-service deployment of VDC resources.

The customer accepts full responsibility for all charges incurred (payment in arrears) relating to the deployment and usage of VDC resources resulting from their actions or that of an authorised third party acting on their behalf.

## 3.2 Customer data

Customer shall be liable for all the Customer data that Customer creates from use of the Virtual Data Centre (VDC) Cloud Service. Customer represents and warrants that Customer owns all Customer data created within the Virtual Data Centre Service and that the Customer has permission from the rightful owner for it use.

Node4 disclaims all liability relating to any Customer data within the Virtual Data Centre Service, and for all liability relating to unauthorized use (by other users) of Customer data.

## 3.3 Third party software

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.

## 3.4 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.

Where Node4 are providing the Customer with Licences as part of the Service a monitoring agent

may be installed in the Customer environment for monthly licence consumption and verification.

The Customer is responsible for ensuring that any software deployed is appropriately licensed and inform Node4 of any changes that require additional licenses.

Some vendors may require that software used on the Node4 platform must be licensed by Node4. The Customer agrees that additional License Fees may be payable for such software deployed on Virtual Machines on the Service.

Node4 reserve the right to change the licenses that are available from time to time and/or the units used to charge for licenses.

### 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, 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 Licences to cover its unlicensed use and reimburse Node4 any resulting software Licence 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.

### 3.6    License mobility

Where a relevant software License permits License Mobility, the Customer agrees that it will have complete responsibility and liability for all licensing matters in connection with such License Mobility and will indemnify Node4 in relation to all unlicensed use of software covered by License Mobility.

The Customer agrees that it will comply with all requirements of the Third-Party Software Vendor in connection with such Licence Mobility and in particular the documentation and/or the Third Party Software Vendors verification process required for License Mobility. This includes the installation of monitoring agents to analyse licence consumption.

Customer will provide Node4 with details of the Licences used within its environment and support Node4 in the conduct of any software License audits as they apply to License Mobility. and will indemnify Node4 in relation to all unlicensed use of software covered by License Mobility.

Where Licence Mobility is used the Customer must provide Node4 with confirmation that the relevant Licence Mobility form has been submitted to the Third Party Software Vendor before the setup / implementation of the environment can commence and Node4 must receive confirmation of Licence Mobility from the Third Party Software Vendor before the environment is set live, if this is not received Node4 will provide the Licences and associated charges applied per month until the confirmation is received.

## 4.    Fees

Fees will commence when a Ready for Service Notification is provided by Node4. This will follow either handover of a Service or notification from Node4 that the Service is available for Customer use. Fees may comprise any or all the following aspects.

### 4.1    VDC Service Fees

VDC Service Fees are invoiced monthly in arrears based on the customer usage of resources over the month billing period. The service pricing rate card will be published on a quarterly basis and consumption billing will reflect the latest published service pricing.

### 4.2    Additional Services

In addition to VDC, the Customer may order complementary services such as Consulting, Licensing and Managed Services. Any additional services and associated fees will be identified on the order.

Consulting fees are typically charged on a day rate basis, Licensing and Managed Services on a Monthly recurring basis.

## 5.  Customer Responsibilities

In order to deliver the Service, the following areas are the responsibility of the Customer:

- the support of individual machines, service, or workload;
- application availability and support;
- Information Security Controls including the use of complex passwords;
- Any other part of the customer system not detailed on the Order From.

# 6. Provision of Services

## 6.1 Virtual Data Centre Resources

Node4 will provide an infrastructure "as a service" platform including, but not limited to, the following resources: -

- Compute Instances (Self Service & Managed)
- Storage
- Networking Services
- VDC Backup Service
- VDC Site Recovery
- Public IP Addresses
- Operating System Licensing

## 6.2 Managed Instances

VDC provides Customers the option to deploy a Self-Managed or Managed Compute Instance. The Managed Compute Instance includes the following entitlements in addition to the Self-Managed Instance:

- Monitoring of the instance and supported operating system.
- Incident Management up to and including the operating system.
- Anti-Virus Software
- Automated Patch Management

## 6.3 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 Customer 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. Customers can subscribe to status updates on the N4Status website to receive automated direct notifications.

# 7. Service Support

The following support entitlement applies for all VDC customers.

- Billing and Subscription management related support.
- Technical break-fix support

Break-fix issues are specifically when a VDC Service fails in the normal course of its function and requires intervention by Node4 to be restored to working order.

Customers requiring support or assistance with the configuration of services or software, or systems installed by the customer on the VDC platform will require the Managed SysOps support level.

## 7.1 Service Hours

All VDC customers will have the ability to open Service Tickets via the portal 24x7, any service issues impacting multiple organisations may be managed through updates via N4Status (www.n4status.co.uk) rather than a direct notification. Issues relating to customer isolated incidents will be responded to in Business Hours unless otherwise stated on the Order Form.

| Support Level | Support Hours |
|---|---|
| Business Hours | Standard business hours support 9am to 5.30pm weekdays, excluding bank and national holidays |
| 24 x7 | Priority 1 and 2 - Support hours 24/7<br><br>Priority 3,4 and Service Request - Support hours between 9am and 5.30pm weekdays, excluding bank and national holidays |

## 7.2 Incident Management

Node4 will provide Incident Management across the Virtual Data Centre Service. This service level covers platform level issues and is designed specifically to provide support when Virtual Data Centre fails in the normal course of its function and requires intervention to be restored to working order.

For Virtual Data Centre, this includes all hardware and software elements of the supporting infrastructure provided by Node4 as part of the core service.

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. All service Incident lifecycle information can be viewed and tracked via our ServiceNow portal.

| Priority | Description |
|---|---|
| 1 - Critical | A major fault resulting in total loss of service. |
| 2 - High | A major fault resulting in a severe service degradation or loss of service to a significant percentage of users. |
| 3 - Medium | A minor fault resulting in a limited or degraded service or a single end user fault. |
| 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. |

## 7.3    Time to Respond

Node4 shall prioritise all Service Tickets based on its reasonable assessment of the Priority level; and respond to all Service Tickets in accordance with the initial response times specified in the table set out below:

| Priority | P1 | P2 | P3 | P4 | Service 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 | 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 Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

| Severity | A | B | C |
|---|---|---|---|
| Response / Acknowledgement | < 1 Hr | < 2 Hours | < 4 Hours |

All priority 1 & 2 Incidents should be raised via Service Desk system 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.

Where further information is requested from the Customer by Node4 or the Service Ticket is forwarded to a third party in order to obtain any further information or clarification relating to the Service Ticket, the measurement of the Service Level shall be suspended until Node4 receives sufficient information to investigate the Service Ticket.

## 8.  Service credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA.

## 8.1    Compute Instances

Downtime is the total accumulated minutes during a billing month, during which that service is unavailable. A given minute is considered unavailable if any of the following are true:

- All virtual machine instances in the datacentre location do not have any connectivity to the hypervisor for five consecutive minutes.
- None of the virtual machine instances can be started for five consecutive minutes.
- None of the virtual disks can be accessed for five consecutive minutes.

Service Availability, by impacted resource, will be calculated using the below formula. References to minutes are to the number of minutes in the applicable Monthly Review Period:

((Total minutes – Total minutes Unavailable)/Total minutes) x 100

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

| Service Availability | Service Credits as % of Monthly Charge |
|---|---|
| < 99.95% | 10% |
| <99.9% | 30% |

## 8.2    VDC Site Recovery

Downtime is the total accumulated minutes during a billing month, during which that service is unavailable. A given minute is considered unavailable if the Failover of a Protected Instance is unsuccessful due to unavailability of the VDC Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

Service Availability, by impacted resource, will be calculated using the below formula. References to minutes are to the number of minutes in the applicable Monthly Review Period:

((Total minutes – Total minutes Unavailable)/Total minutes) x 100

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

| Service Availability | Service Credits as % of Monthly Charge |
|---|---|
| < 99.95% | 10% |
| <99.9% | 30% |

## 8.3    VDC Backup Service

The Backup Service is considered unavailable for a given Protected Item from the first failure of a properly configured backup to backup or restore the Protected Item until the initiation of a successful backup or recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Service Availability, by impacted resource, will be calculated using the below formula. References to

minutes are to the number of minutes in the applicable Monthly Review Period:

((Total minutes – Total minutes Unavailable)/Total minutes) x 100

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

| Service Availability | Service Credits as % of Monthly Charge |
|---|---|
| < 99.95% | 10% |
| <99.9% | 30% |

## 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 fees.

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 circuit for that Monthly Review Period.

The Customer must claim any service credit due to a failure to meet the Service Availability targets, 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, otherwise no service credits shall be payable. 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

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable

by Node4 to the Customer 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 Customer, its employees, agents or contractors.
- The Customer failing to comply with the provisions of the Agreement.
- Any event described in Clause 11 (Force Majeure) of Node4's Terms and Conditions.
- Any Planned Outage.

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