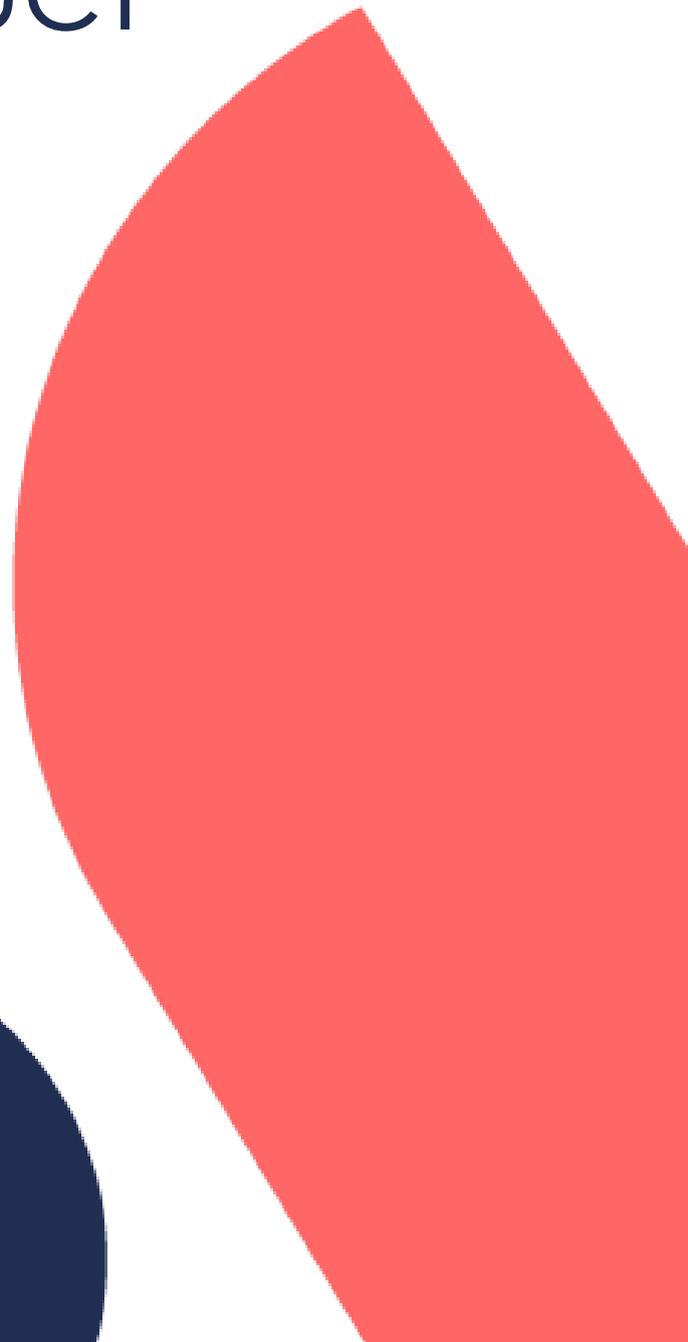
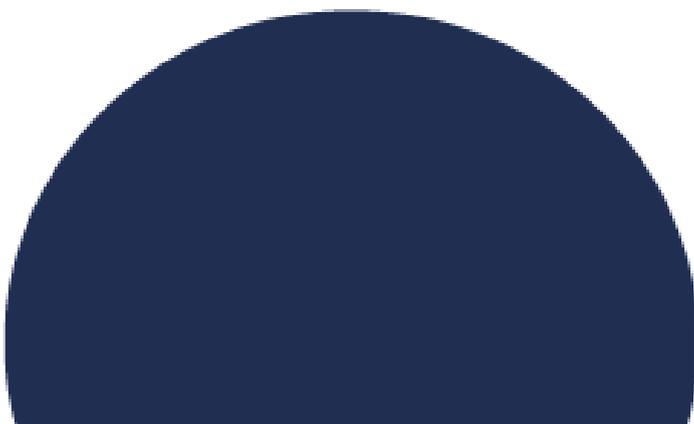




# DRaaS Product Terms



# 1. Product Terms

The following Product Terms apply if the relevant Services are included within your Quotation. In the event of a conflict between the Product Terms and the applicable Terms and Conditions, these Product Terms shall prevail, but only to the extent of such conflict. Any capitalised terms used in this document shall have the meanings set out in the applicable Terms and Conditions (save where expressly provided otherwise below) and any additional definitions outlined below shall also apply.

## Definitions

Note: DRaaS is a self-service product and is provided on the basis of a specific SLA for DRaaS services only. See SLA schedule.

The following amended definitions shall apply and the Agreement construed accordingly.

“DRaaS” means disaster recovery as a service.

“DRaaS Invoice” means the invoice(s) which is/are generated and sent to the Customer at the end of each month during the Failover Period.

“Failover” means where DRaaS is initiated via one of the following options;

- Notified by the Customer to the Company via the telephone;
- Through the Support Portal;
- When the Company is directly notified through the Veeam software triggered by the Customer.

“Failover Period” means the time between Failover and the point at which Revocation is initiated.

“Initial Term” means the minimum term stated on the Quotation commencing from the date upon which the Services are made available to the Customer (being when connection details along with the username and password are sent to the Customer).

“Replication” means the process of transferring data from the Customer's infrastructure to the Company's infrastructure using the Customer's Veeam Backup & Replication Software. Replication jobs run on an automatic schedule at chosen intervals.

“Revocation” means the process of reverting the Failover operation via one of the following methods:

- Undo Failover – can be performed by the Company through the Company's Veeam Backup & Replication Software or by the Customer through the Support Portal or the Customer's local Veeam Backup & Replication Software. All changes made on the Company's virtual machines during the Failover Period will not be replicated back to the Customer's local infrastructure.

- Failback to production – can only be performed by the Customer via the Customer's local Veeam Backup & Replication Software. All changes made on the Company's virtual machines during the Failover Period will be replicated back to the Customer's local infrastructure.

"SLA" the Service Level Agreement relating to DRaaS a copy of which has been made available to the Customer prior to signature of the Quotation.

### Third Party Software

Other than up to date Veeam Backup & Replication, the Company does not warrant that the Company's technology or the Services will be compatible with any equipment, software or other technology not furnished by the Company.

On Failover, the Customer shall automatically be billed for its use of Microsoft Windows licences, such details (including cost) to be provided to the Customer prior to signing the Quotation. The Customer agrees to and accepts it is bound by the terms of the end user licence agreement with Microsoft, a copy of which is made available on the Company's website in the product specific terms area.

All other licensing requirements remain the responsibility of the Customer.

### Charges

Clause 6.1 of the Agreement shall be deleted and the following clauses 6.1 to 6.3 inserted into the Agreement and the remaining clauses in Clause 6 shall be consequentially re-numbered accordingly.

6.1 All Charges for the Services shall be detailed on the Quotation or Invoice and, where a Failover has been initiated, charges relating to DRaaS shall be detailed on the DRaaS Invoice. Charges relating to DRaaS shall be in line with the Company's eCloud Public billing model. Set up fees and any monthly fees which are agreed to be paid in advance as stated on the Quotation will be invoiced following signature of the Quotation. Invoicing of Charges for subsequent months shall commence 30 days after the Services are made available to the Customer (monthly in advance) unless otherwise agreed and stated on the Quotation. All payments shall be due to the Company on presentation of invoice or as otherwise stated on the Quotation. Any charges incurred for DRaaS when Failover has occurred, shall be payable in arrears by the Customer within 30 days of receipt of the DRaaS Invoice.

6.2 The pricing set out in the Quotation is estimated to the extent that the actual cost during the term of Agreement may vary based upon options selected by the Customer for storage allocation, the number of virtual machines replicated by the Customer to the Company, additional external IPs or external VLANs. Any adjustments to fees following changes agreed by the Customer or self-selected in the Support Portal (as the case may be) will be charged to the Customer on the successive monthly invoice after the changes are made.

6.3 On entering into this Agreement, the Company will provide the Customer with up to eight external IPs, free of charge. The Customer will be charged for any additional external IPs above eight at the Company's then prevailing rate. The Company will not provide the Customer with more than one external IP per virtual machine that the Customer replicates to the Company.

## DRaaS SLA

### Terms and Meaning

In this Service Level Agreement the following words shall have the following meanings unless the context requires otherwise:-

Term	Meaning
Customer	The party receiving the Support & Maintenance Services from the Company.
Core Hours	Has the meaning set out in Paragraph 4 (Support Hours).
DRaaS	Disaster Recovery as a Service.
Emergency Hours	Has the meaning set out in Paragraph 4 (Support Hours).
Failover	Where DRaaS is initiated via one of the following options: <ul style="list-style-type: none"> <li>- Notified by the Customer to the Company via the telephone;</li> <li>- Through the Support Portal;</li> <li>- When the Customer uses the Veeam Backup and Replication software locally, the Company is directly notified through the Veeam software triggered by the Customer.</li> </ul>
Hardware	Any physical hardware purchased by the Company to provide for use in the Customer's System e.g. firewall, servers.
Helpdesk	The facility to be provided by the Company in accordance with this Service Level Agreement to receive and respond to Support Requirements from the Customer.
Incident	Any failure of any part of the System to perform in accordance with its Intended Functionality; or any event or threat of an event that is not part of the standard operation of any part of the System and that causes, or may cause, an interruption to, or a reduction or adverse change in, the quality or functionality of any part of the System.
Intended Functionality	The full range of functionality the System is intended to provide as assessed by consideration of both the Specification and the actual workings of the System.
Quotation	The Company's Quotation (which is signed by the Customer or electronically signed by submission of the Customer's ANS pin code) relating to the Support and Maintenance Services.
Operating Hours	Has the meaning set out in Paragraph 4 (Support Hours).
Planned Maintenance	The Company will require the opportunity to conduct planned maintenance, in order to complete functional checks, services, repairs or updates. Some or all of the Services may not be available during this time.
PLQ	The pre-launch questionnaire, if required, in the Company's standard form completed by the Customer and submitted to the Company.
Response Times	The timescales set out in Paragraph 8 (Service Level Timescales).
RPO	Recovery Point Objective is the maximum targeted period in which data (transactions) might be lost from an IT service due to initiation of Failover.
RTO	Recovery Time Objective is the maximum targeted period in which Intended Functionality must be restored after a Failover has been triggered.

Service Credits	Any credits which are awarded under Paragraph 10 which the Customer can use in part payment for the Standard Support Fee.
Service Levels	The service level standards set out in Paragraph 8.
Specification	The written specification of any services to be provided under this Service Level Agreement prepared by the Company solutions' architect (if any) including any details set out in the Agreement.
Standard Support Fee	The standard recurring fee paid by the Customer to the Company for the Support & Maintenance Services as set out in the Quotation.
Support & Maintenance Services	The support and maintenance services as set out in Paragraph 2 (Service Definitions) provided by the Company under this Service Level Agreement.
Support Portal	The "MyANS" portal made available by the Company to the Customer to enable the Customer to initiate Failover; for its personnel to view information and statistics maintained by the Company in relation to the Support & Maintenance Services; and log, and review the progress of, any Support Requirements.
Support Requirement	A request by the Customer to the Company for support; or an Incident notified to the Company by the Customer or identified by the Company or identified in a monitoring alert.
Support Requirement Commencement	The time when a Support Requirement is (as applicable): notified by the Customer to the Company via the telephone; or through the Support Portal; or identified by the Company as a problem or by the Company's automated monitoring systems,
System	The functionality related group of elements including Hardware and Software provided by the Company.
Users	Individuals who use the System on behalf of the Customer.

## 2. Service Definitions

Provide Support & Maintenance Services for the Customer's System to ensure that all parts of it continue to function in all material respects in accordance with its Intended Functionality. The following describes the Support & Maintenance Services and these will apply to the extent purchased by the Customer as part of its solution as detailed on the Company's Quotation:

Service	Definition
Foundation services	Provide functioning hardware required to run the Customer's System with the Intended Functionality and manage the physical hosting within a data centre with the following specification: Heating, Ventilation and Air Conditioning (HVAC); N+1 generators; N+1 UPS; N+1 cooling system; Fire suppression system; Full building management system; Fully monitored CCTV security and access control system; Manage and maintain a fully redundant connection using Tier 1 bandwidth providers and/or UK peering exchanges.
Firewall management	Firewall access to the Customer's environment after a Failover will be managed by the Veeam Network Extension Appliance and the Company shall not be responsible for any loss or damages arising out of any fault, failure or issue arising from the Firewall. The Company will not install any firewalls, unless the Customer has subscribed to its own dedicated eCloud solution and in which case, the Company will install and

	<p>maintain the configuration of a Hardware firewall. Configuration requests will be completed within 8 core hours.</p> <p>There is no hard limit on the number of Support Requirements, but excessive usage will be queried by the service manager and future changes may be chargeable. Daily requests for a period of greater than 10 days would constitute excessive usage.</p>
Storage management	<p>The Company will upgrade firmware upon vendor's advice.</p> <p>The Company will manage the storage network including the connected devices.</p>

### 3. Third Party Software and Licencing

The Company will provide support for the Veeam software to facilitate the contracted DRaaS service from the Company at the Company end only, unless the Company has provided the Customer with a Veeam rental licence and in which case the Company shall support installation at the Customer end also. The Company will work with the Customer during problem analysis to determine whether or not a technical issue is related to the third-party software. The Company does not support operating systems or in guest applications post Failover as standard with the exception of ensuring network connectivity to virtual machines.

A Customer may choose to purchase additional extended support from the Company to cover best effort support on operating systems and supported guest applications on Failover. The Company does not support applications that do not feature on the Company's supported applications list from time to time as notified to the Customer or as part of the agreed Intended Functionality. However, the Company will offer reasonable efforts to support the Customer and if the Company engineer is familiar with the software they may, at their discretion, offer help or advice. The Customer is responsible for accepting advice and for any consequences for any unsupported applications.

This Service Level Agreement does not include or apply to and/or guarantee the following:

- Issues with or caused by third party software installed by the Customer;
- Any Customer code for which the Company shall not be responsible;
- Any issues caused by the Customer making changes to the System or to its own software/hardware and/or equipment which is not agreed in writing with the Company and tested for compatibility prior to making such changes;
- Issues caused where the software/hardware and/or equipment provided by the Customer does not conform to the design and/or specification requirements agreed in writing with the Company; this shall include the requirement for the Customer to have a Company provided firewall device as part of the Specification; and
- The availability of any Application Programming Interface (API) written and provided by the Company as part of the Services.

## 4. Support Hours

In this Service Level Agreement time is categorised into the following periods:-

Support Hours Period	Period Covered
Core Hours	8.00am to 8.00pm Monday to Friday excluding bank holidays in England.
Emergency Hours	8.01pm to 7.59am Monday to Friday including bank holidays in England and 8.01pm Friday to 7.59am Monday including bank holidays in England and all of Saturday and Sunday in England.
Operating Hours	00:00am to 23:59pm every day.

The Support & Maintenance Services will be provided within the following periods:-

Service Area	Support Hours Period Provided Within
All Services	Core Hours
Helpdesk	Core Hours + Emergency Hours
Services for Critical level severity support requirement	Core Hours + Emergency Hours
Services for High level severity support requirement	Core Hours
Monitoring Services	Core Hours + Emergency Hours
Agreed change control process managed changes (48 hours' notice required)	Core Hours + Emergency Hours

## 5. Documentation website

The Company will use reasonable endeavours to maintain and make accessible to the Customer, a website containing guidance intended to enable the Customer to resolve problems in use and operation of the System.

## 6. Helpdesk

Provide a helpdesk (accessible by telephone, email and via the Support Portal) to provide technical support to authorised Customer personnel (as listed in the Support Portal) using, maintaining, updating or amending the System.

The Company will use all reasonable commercial efforts to ensure the helpdesk is staffed at all times (24 hours a day, 365 days a year) by sufficient personnel. During Emergency Hours, support shall only be required to respond to Critical level severity Support Requirements and the Company will use reasonable efforts to service High Level and Normal Severity level Support Requirements.

### Helpdesk support includes:-

1. Logging Support Requirements, obtaining any information required by the Company in order to resolve Support Requirements and keeping the Customer updated regarding the status of Support Requirements.
2. Answering queries on the use and operation of the System.
3. Answering queries on the System documentation.
4. Guidance in operation of the System.
5. Assistance in identifying and verifying the causes of suspected Incidents in the System.
6. Advice on working around or correcting identified Incidents in the System.

### The Helpdesk will:-

1. Use reasonable endeavours to answer all support calls within 3 rings;
2. Answer over 90% telephone requests for support within 20 seconds.

### Helpdesk Contact Details:-

Telephone	0800 230 0032
Emergency Telephone	0800 230 0299
Email	<a href="mailto:support@ans.co.uk">support@ans.co.uk</a>
Support Portal	<a href="https://ans.glass">https://ans.glass</a>

Additional contact details can be found in the Support Portal or via the Customer's Account Team.

## 7. Planned Maintenance

Planned Maintenance shall include: on the third Tuesday of every calendar month between 10.00 and 12.00 UK local time (Maintenance Window), the Veeam DRaaS platform will be put in to maintenance mode in order for Microsoft Windows updates to be applied to the Systems; this will last for a maximum period of 2 hours. If the Maintenance Window is required to be longer than this, a maintenance notification will be sent to the Customer. Replication jobs initiated during the Planned Maintenance will not be successful. Replication jobs that are started prior to the Planned Maintenance but run over into it, may be forcefully cancelled by the Company, in order for the maintenance updates to be completed.

If the Planned Maintenance starts during a Failover Period, the Failover will not be cancelled. Failover tasks that have completed will not be effected by the Planned Maintenance, but Revocation cannot be initiated until the end of the Planned Maintenance. If the Customer needs to initiate Failover due to a disaster recovery situation during the Planned Maintenance, the Customer should contact the Company who will stop the maintenance at the earliest possible time and initiate Failover on the Customer's behalf.

## 8. Service Level Timescales

The Company will use reasonable endeavours to meet the following timescales for a Support Requirement:-

Severity Level	Description	Response Time Within	Update Frequency Within	Resolution Agreed
Critical	Entire solution is unavailable/ full services are down for any period e.g. Server, switch or firewall failure.	15 minutes	30 minutes	4 hours
High	Operation of service is degraded, or major services are not functional. E.g. Websites not working (where not due to full services being down), time outs or there is a performance issue that requires investigation and full diagnostics are to be performed. This could example include a Replication job failing to complete successfully, but the Customer's production environment is still online.	60 minutes	60 minutes	8 hours
Normal	Errors that are non-disabling or comestic and clearly have little or minor impact on the normal operation of the services. E.g. Minor performance degradation, maintenance task.	4 hours	24 hours	N/A

### Failover

The RPO on Failover shall be one hour; and

The RTO on Failover shall be one hour.

Specifically in relation to Failover, this Service Level Agreement does not include or apply to:

### 8.1. In measuring Response Time

All Response Times are calculated from Support Requirement Commencement.

All Response Times are only applicable to Support Requirements raised through a phone call from the Customer or a ticket raised by the Customer via the Support Portal and where the Customer has correctly classified the severity level of the Support Requirement. Resolution agreed only applies to Support Requirements where the root cause falls within the Company's responsibility. The Resolution agreed is satisfied when the Support Requirement is either resolved or a time frame and plan for full resolution has been communicated to the Customer.

The Customer is expected to provide the Company with accurate and prompt notification of any problem and assist the Company as may reasonably be required to diagnose problems and implement any Resolution Agreed.

## 9. Availability

The Company shall ensure that Availability of the System in any month is not less than 99.75%.

Availability for a month shall be calculated following the end of that month using the formula:-

$$\text{"Availability"} = \frac{(\text{OH} - \text{D})}{\text{OH}} \times 100$$

Where:-

OH = Total Operating Hours of the System during the month, where "Operating Hours" are 0.00am to 23.59pm each day of that month;

And D = Total Downtime during Operating Hours during the month, where "Downtime" means non-availability of one or more of the primary functions of the System (as set out in the Specifications) but excludes:

- Any agreed downtime.
- Any downtime due to emergency or scheduled maintenance.
- Any downtime attributable to the Customer or its Customer's actions or omissions including Customer's configuration.
- Any downtime is due to issues in Customer's data integrity, system software, the operating system, vendor supplied patches; internal connection and/or application code.
- Any downtime is due to application load and/or traffic spikes.
- Any downtime attributable to the Customer's application on Failover or the Customer's acts or omissions during Failover.
- Any downtime caused by network failure or configuration.
- Any downtime caused by an application operated by the Customer on its system (in circumstances where there has been Failover and the System performed as anticipated).
- Capacity management for which the Customer is responsible.
- Any downtime that is caused where the Company is instructed to access the Customer's property.
- Any downtime within the RTO period.
- Any downtime attributable to the Customer's failure to have adequate licencing in place to enable cloud hosting; and
- Where the Customer's System fails to respond to the Company's monitoring tool.

This only includes downtime of the network, Hardware, virtualization and base operating system components.

For example:-

During one particular month e.g. July there are a total of 744 Operating Hours.

If during that month there is Downtime of 1 hour then Availability shall be calculated as follows:-  $\frac{(744 - 1)}{744} \times 100 = 99.86559\%$ .

Therefore Availability = 99.87%.

Where a proportion of virtual machines comprised within the System are not available but the System is still available, this shall be deemed to be Partial Downtime.

## 10. Service Credits

If the Company fails to comply with any Service Levels it shall pay to the Customer Service Credits as follows. The Customer's right to such Service Credits shall be in substitution for and to the exclusion of any other right arising from the Company's failure to provide the Services in accordance with the terms of the Agreement.

1. **Availability** – In respect of any month when the level of Availability (as defined in Paragraph 9 – Availability) is as follows, the Customer shall receive the Service Credits shown:-

<b>% Availability achieved</b>	<b>Service Credit due (as a % of the Fee for the month in question)</b>
99.75% or less (but more than 99.50%)	2%
99.50% or less (but more than 99.25%)	5%
99.25% or less	10%

Where there has been Partial Downtime (as defined above) Service Credits shall be calculated to reflect the overall percentage of the solution which is not available – so for example, if there are 20 virtual machines and one is not available, one twentieth of the Service Credit shall be paid.

2. **Service Levels** – In respect of any month when failures to comply with the Service Levels (as defined in Paragraph 8 – Service Level Timescales) for Critical and High severity requests is as follows, the Customer shall receive the Service Credits shown:

<b>Percentage of Support Requirements in respect of which one or more Service Level was not achieved</b>	<b>Service Credit due (as a % of the Fee for the month in question)</b>
More than 2.5% (but less than 5%)	2%
5% or more (but less than 10%)	5%
10% or more	10%