

## **PRODUCT SCHEDULE**

### Hosting and Computing Storage

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The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

#### **1 SCOPE**

- 1.1 These Product Terms cover Hosting and Computing Storage products marketed by the Service Provider and defined as:
- i) Hosting
  - ii) Storage or Computing Storage
  - iii) Cloud Hosting or Cloud Storage
  - iv) File and Server Storage
  - v) Virtual Server Hosting
  - vi) Nebula Hosting or Nebula Cloud
  - vii) Associated services related to the packages described in i) and ii) as described in the relevant Product or Service Description

#### **2 TERM**

- 2.1 These Product Terms shall commence on the date of its execution (the "Commencement Date") by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.
- 2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

#### **3 ORDERING PRODUCTS**

- 3.1 The Customer may order Hosting and Computing Storage products by submitting a Order Form in accordance with the terms of the Framework Agreement.
- 3.2 Provision of Hosting and Computing Storage products may be subject to survey and subject to agreement of the relevant technical requirement document(s).
- 3.3 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.

- 3.4 The Service Provider reserves the right to request additional information in order to provide a Hosting and Computing Storage Product prior to acceptance of a Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers.
- 3.7 The Customer may add to or amend existing Hosting and Computing Storage Products by submitting a new Order Form and agreeing new technical requirement document(s). The Contract Term for any change will be as set out in the applicable Order Form.

#### **4 ORDER FORM**

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services, save in respect of the Excluded Items, to the Customer for the duration of the Term.
- 4.3 The parties acknowledge that the Services will not be provided in respect of the Excluded Items.

#### **5 COMMENCEMENT OF SERVICES**

- 5.1 On a date to be mutually agreed in writing between the parties (the "Setup Date") the Service Provider shall deliver to the Premises the Equipment and any Software which needs to be installed on the Supported Network and carry out the necessary installation. The Service Provider shall be entitled to replace such Software or Equipment with equivalent software or equipment at any time during the Term after having provided the Customer with reasonable prior notice of the same.
- 5.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product or Service Description and the applicable Service Level Agreement.
- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 7.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent managed service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.

## **6 HOSTING AND COMPUTING STORAGE SERVICES**

- 6.1 The Service Provider hereby grants to the Customer a licence, in accordance with Clause 8.2.1 and Clause 8.2.2. of the Framework Agreement, to use the Software in order to access the Hosting and Computing Storage services as specified in the Order Form.
- 6.2 The Service Provider shall use reasonable endeavours to ensure that any changes, updates or repairs to the network or software which it uses as a platform to provide the Services which require interruption to the provision of the Services ("Maintenance Events") shall not be performed during Normal Business Hours.
- 6.3 The Customer acknowledges that the Services are provided from the Data Centre or the Cloud, as specified in the Order Form, and that the Service Provider retains the right to provide the Services from any other premises without providing any prior notice to the Customer.
- 6.4 The Service Provider may interrupt the provision of the Services at any time to carry out Maintenance Events so long as it gives the Customer at least five [5] days' notice via the Customer's client portal ("Scheduled Maintenance"), or as otherwise agreed in writing within the Order Form or at any time thereafter.
- 6.5 Where requested in the Order Form, the Service Provider shall provide, throughout the Term, connectivity to the Hosting and Computing Storage service. Where, the Customer make its own arrangements for connectivity or Internet access in order to access the Hosting and Computing Storage service, it must do so in accordance with the specifications suggested by the Service Provider from time to time.

## **7 CHARGES**

- 7.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap).
- 7.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 7.3 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 7.4 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 7.5 Where prior to entering into the Order Form or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.
- 7.6 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a monthly renewable contract. The Customer can only terminate this if the Customer

provides the Service Provider with 90 days written notice prior to the Initial Term end date or 30 days' written notice prior to each of the subsequent 'renewal' periods.

- 7.7 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term, or subsequent renewal period where that period has commenced, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 7.8 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

## **8 CUSTOMER RESPONSIBILITIES**

- 8.1 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 8.2 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 8.3 The Customer must comply with the Service Provider's Acceptable Use Policy as defined in Appendix 1 of the Framework Agreement. The Service Provider shall be entitled to suspend the Services or terminate the relevant Order Form immediately without notice to the Customer if the Services are used for the transmission or storage of any material in contravention to the Service Provider's Acceptable Use Policy.

## **9 VARIATION**

- 9.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 9.2 Notwithstanding Clause 9.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 9.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice revise the Charges.
- 9.4 Subject as stated in this Clause, the Service Provider may upon reasonable notice vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 9.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by

the Service Provider of the Service or there is a technical or regulatory reason to do so.

## Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

<b>“Charges”</b>	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 8;
<b>“Cloud”</b>	means the data centre(s) where the Customer’s computing assets are hosted or stored in a virtualised manner, including but not limited to Nebula, Azure, AWS, Google.
<b>“Data Centre”</b>	means the pre-defined data centre identified in the Order Form or such other location as the Service Provider may notify to the Customer in writing from time to time;
<b>“Commencement Date”</b>	has the meaning given to it in Clause 2.1;
<b>“Equipment”</b>	means the equipment necessary to provide the Services that requires installation at the Premises;
<b>“Excluded Items”</b>	means the parts of the Supported Network and any faults in respect of which the Services are not provided, as listed in the Order Form;
<b>“Initial Term”</b>	means, the Minimum Contract Period as specified in the Order Form;
<b>“Order Form”</b>	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
<b>“Service Level Arrangements”</b>	means the arrangements as defined in Appendix 2 of this Product Schedule;
<b>“Setup Date”</b>	has the meaning given to it in Clause 5.1;
<b>“Software”</b>	has the meaning given to it in the Framework Agreement, or as defined within the Order Form;
<b>“Service Commencement Date”</b>	has the same meaning as Setup Date, given to it in Clause 5.1;
<b>“Services”</b>	means the Services as specified on the Order Form;
<b>“Term”</b>	means the Initial Term and each subsequent Renewal Term..

## Appendix 2: Service Performance

### Appendix 2.1 SERVICE LEVEL ARRANGEMENTS

1. Subject to Clauses 2 and 3 below, the Service Provider shall use reasonable endeavours to ensure a 99.99% uptime availability level in respect of the Services in each calendar month (the “Uptime Service Level”).
2. The Services shall be considered to be available unless there is a period of interruption to their provision lasting for at least 30 minutes. The availability measurement shall be carried out by the Service Provider and is calculated at the end of each calendar month as the total actual uptime minutes divided by the total possible uptime minutes in the month.
3. The Service Provider will not be liable for any interruptions to the Services arising directly or indirectly from:
  - 3.1. interruptions to the flow of data to or from the internet;
  - 3.2. Maintenance Events, subject to striving to minimise the interruptions or outages that may be caused by such events;
  - 3.3. Scheduled Maintenance;
  - 3.4. the effects of the failure or interruption of services provided by third parties;
  - 3.5. factors outside of the Service Provider’s reasonable control, including malicious events conducted by third parties, such as denial-of-service attacks, malicious code, Trojans, worms and viruses;
  - 3.6. problems with the Customer Equipment and/or third party equipment;
  - 3.7. interruptions to the Services requested by or on behalf of the Customer.
4. If availability falls below the Uptime Service Level in a given calendar month (a “Service Delivery Failure”), the Service Provider shall apply a credit to its next invoice provided to the Customer in the sum of 5% of the Customer’s then current monthly Charges for each full period of 30 minutes that the Services were unavailable (the “Service Credit”).
5. A Service Credit shall not be payable unless the Customer has reported the unavailability of the Services as a Fault in accordance with Clause 6.2 of the Framework Agreement.
6. The maximum Service Credit allowable in a given month is limited to an amount equal to 30% of the Charges owed by the Customer for that month.
7. The Customer acknowledges and agrees that the terms of Clauses 4.4 to 4.6 relating to Service Credits constitute a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of a Service Delivery Failure and are not intended to operate as a penalty for the Service Provider’s non-performance.