



Cloud Direct Connected Service Level Agreement

Revision 2.0

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1 What is Connected?

Connected provides internet-based electronic vaulting for scheduled backups of customer-selected data, it also allows the restore or recovery of that data upon request. When installed correctly and used in accordance with the defined requirements and guidelines, the service is able to protect PC and Mac based data and open files using Microsoft VSS technology (Volume Shadow copy Service). The online service is operated through an agent-based application installed on each PC or Mac to be protected. This application will show the status of recent backup and restore jobs, permit the set-up and modification of data selection for backup as well as a number of other application behaviour settings. A web-based interface (called 'MyRoam') is available for remote access to protected data. For IT Managers of larger companies, access to a management portal, Support Centre, can be provided for remote management of their entire PC and Mac backup community. Data protected under this service is encrypted (128-bit SSL) during transit to and from the datacentres and during its storage there.

The Connected services covered by this SLA are:

- PC licences
- Mac licences

2 What is a Service Level Agreement (SLA)?

An SLA is a legally binding commitment to achieve a specific level of service. If this target is not achieved, the service provider will commit to compensating the customer based on previously established penalties. Consequently, a vendor willing to commit to an SLA is confident in the ability of the service and therefore creates customer reassurance.

Cloud Direct views an SLA as a two-way agreement in which you the Customer also acknowledge your responsibilities to ensure the smooth operation of the supplied Service.

In the critical area of electronic backup it is important that business users have a robust, cost-effective and above all, consistent level of service and performance.

3 What is behind Cloud Direct's SLA?

'Cloud Direct' is the trading name for On Direct Business Services Ltd. Specialising in cloud-based backup solutions, Cloud Direct are a leading broker of cloud services including disaster recovery, collaboration and protection tools, communication services including broadband and leased lines, VoIP telephony / unified communication solutions, and a range of hosted server and desktop platforms. Cloud Direct holds ISO27001 (IT Security Techniques) and ISO20000 (IT Service Management) accreditations for the provision and support of Cloud IT backup, security and disaster recovery services.

Cloud Direct supports Connected technology delivered by Hewlett Packard Enterprise (HPE). The HPE Connected service is ISO27001 accredited. The datacentres used in conjunction with this service are also ISO27001 accredited, tier-3 status and are located within the European Union for all necessary data compliance.

4 What is offered by Cloud Direct's SLA?

Cloud Direct is committed to providing exceptional customer service at every opportunity and our key customer satisfaction measure is Net Promoter Score (www.netpromoter.com). Some aspects of the supplied service such as a high level of system availability should be taken as read. Our Service Team will endeavour to provide you with that 'extra mile' of service that, whilst not contractual, is what we believe you deserve.

The following sections describe our service level commitments and should be read in conjunction with our published Terms and Conditions (see www.clouddirect.net/legal for the latest version). This SLA may also be varied from time to time.

If you have any comments or observations about our performance and the service we provide you should contact our Head of Operations, Mark Gold on 0800 0789 438 or email mark.gold@clouddirect.net.

5 Data Location and Security

With Connected, you get peace of mind knowing that your data backed up securely. Connected provides the following features:

- UK and EU datacentres for primary and backup storage:
 - Customer data is stored within the EU to comply with both the Data Protection Act and EU Data Protection Directive. This also meets with many professional standards but you must check the details of any of your associated standards to verify compliance. The primary datacentre is in Reading, UK and the secondary datacentre is in Brussels, Belgium.
- Functionality and data redundancy:
 - Content is replicated from a primary data centre to a secondary data centre so replication is constant.
 - Your data is stored in a redundant environment with robust backup, restoration, and failover capabilities to enable availability, business continuity, and rapid recovery. You will not be notified when failover occurs as typically failover does not result in service interruption.

6 Scope of Supply

Please make reference to your Sales Agreement for details of your specific purchased services. All of our Connected products come with 24/7 support via telephone, email, LiveChat and form submission via our customer PROVIDE™ portal. For more information on our support service and how to contact them, please read our Support Agreement.

When your service is setup and you download an agent, your encryption key will be pre-coded into that agent and linked to your Connected account. This means you do not have to safely store the encryption key elsewhere. If you had to download a brand new agent, the encryption keys matched to your account would be changed for those which are embedded within the new agent.

To get your service running smoothly you will need to run an initial backup, which depending on the amount of data you have on your PC or Mac and the available bandwidth, could take some time. You can assume an upload speed of approximately 2GB per day for each 256kbps of your available upload bandwidth. Extended internet or network interruptions can force the retransmission of files thereby delaying the initial backup. We

advise that you break your data up into sensible chunks to complete the initial upload, starting with your most crucial data first. If you would like any assistance in forming an upload strategy, please contact the Cloud Direct Support Team.

Internet-based data transmission and recovery will depend on many factors including your connection speed and quality, local internet usage, the rate of data change, and total Gigabytes involved. Your Sales Account Manager would have discussed your internet bandwidth with you to make sure the minimum speeds are available and to ensure you appreciate these factors. Bandwidth latency can have a significant effect on data transfer rates. You must ensure that you have the necessary internet bandwidth and computer processing power to manage the level of data change involved, and especially the impact on your day-to-day operations if you are running multiple accounts. Each installation can be set to backup at different times of the day to share the internet bandwidth throughout the day and night. Settings can also be configured to instruct the service on how to react if a backup is missed; Passive mode would wait for the next scheduled backup to run or Aggressive mode would enact a backup as soon as service is able to connect.

The Connected service offers the following retention and version deletion policy:

- The most recent 10 versions of each file backed up for up to 90 days. For instance, if you edited a file 11 times within 30 days, only the latest 10 versions would be kept from that 30 day period. Similarly, if you edited a file once in 90 days, there would only be 1 version available.
- Files you delete from your computer are retained for 90 days.
- Files you de-select from your backup set are retained for 31 days.

Following expiration, data will be securely deleted and no longer available to you.

For individual customers, Cloud Direct can provide an automated warning email when an account has not connected to the datacentre for two weeks. This service relies on the customer providing a contact email address to Cloud Direct for this purpose and on maintaining a contact email address thereafter. If you opt-out of receiving communications from Cloud Direct, we will not be able to provide you with automated warning messages. For customers with access to Support Centre, the responsibility for tracking accounts that are not backing up successfully resides solely with the customer.

The Support Centre portal can be provided to a customer to permit a local IT Administrator to manage and control their community of backup accounts using the Connected service. Facilities include adjusting storage levels, password resets, silent installation of accounts and reporting. Custom backup rules can be created to specifically include or exclude certain file types (e.g. exclude all .jpg or .mp3 files types). Please note: Administrator users with full access to Support Centre can be granted access to user's protected data via their account, but this is only setup at the express wish of the customer and recorded in your Sales Agreement. It is the customer's responsibility to undertake their own risk assessment for data security purposes. Access to Support Centre will typically incur additional service charges, for more information please contact your Sales Account Manager.

You can access your protected data via the web portal, <http://www.ondirect.net/myroam>. From this portal, it is possible to manage key aspects of your account and access and recover protected files to a separate machine, except the recovery of Outlook PST files. If files from a computer with multiple user accounts is backed up, it is possible for the backup service to recover files from the different user accounts. Subject to the amount of data, it is possible to request a physical copy of the protected data on DVDs. This service is not intended for the emergency recovery of data in short timescales but for archiving purposes and is available for data volumes greater than 20GB. This service will incur additional charges and should be ordered after discussion with the Cloud Direct Support Team.

7 Scope of Support

Cloud Direct are pleased to provide support for genuine technical issues and troubleshooting. This is where features of the product or service, or, the product or service itself can be demonstrated as not operating correctly or users are unable to access the services through approved platforms. Furthermore, Cloud Direct will assist with a range of administrative functions and activities that typically require an experienced administrative user.

As examples, we have provided some typical supported and unsupported scenarios.

7.1 Examples of Supported Scenarios

Examples of typically supported scenarios are:

- Password resets
- Failed backups
- Error messages
- Single reinstallation when replacing hardware
- Investigating and addressing an instance of a service outage

7.2 Examples of Unsupported Scenarios

We will always endeavour to go the extra mile for our customers where we have the resources to do so. Our support philosophy is to resolve issues with a feature or function that is not operating correctly within its definition, as opposed to providing user training and support for working features. There is a wide range of excellent online help within the subscribed applications and also training materials on the Cloud Direct website;

Examples of typically unsupported scenarios are:

- Operating system issues.
- Any issues you are experiencing with any applications you are running on your computer.
- Issues including hardware failure, etc.
- Support for any connectivity or networking problems (e.g. internet / router / firewall access) where those services are not purchased through Cloud Direct.

8 Support Case Prioritisation

As outlined in the Cloud Direct Support Agreement, issues reported to us by customers are categorised into one of four levels: Standard, Moderate, High and Critical. We will assess and agree with you the criticality and impact of the issue on your business and assign an appropriate issue level, please see the below examples as indicators of how we will categorise your Connected issue if one should arise:

- | | |
|-----------------|--|
| Standard | - An issue that does not interfere with your business such as a request for a repeat invoice or support on how to do something relating to your Connected service. |
| Moderate | - An issue such as degraded service performance where the service remains operational but at a reduced level. |

- | | |
|-----------------|---|
| High | - An issue that results in an interruption to the service such as a failed backup or recovery of a single file. |
| Critical | - A full disaster recovery scenario – you must make us aware of any such critical situation by phone to avoid delays. |

9 Our Responsibilities

To provide you with an enterprise-class online backup service and the highest level of customer service, as described in this SLA and your contract with us, we commit to:

- Contact you once the service is installed and check that you are happy with the service and all is working well. We refer to this process as 'On-Boarding'.
- Support you, at your request, with the selection of your protected data but the ultimate responsibility for data selection resides with you at all times.
- Provide free of charge updates to the service at regular intervals and inform you of specific requirements for upgrades.
- Maintain your data in a secure manner and will not provide access to your data without appropriate security checks being completed. If we are not convinced of a caller's right to access your account we will seek further clarification from a senior representative from your company.
- Ensure you can recover your protected data following a problem or incident at your company. Where possible, we will help with re-integrating your data into your company systems but our responsibility ends with recovery of your protected files and data. Our Support Team have the right to withdraw from providing further support if they believe they may be putting your systems at risk; or you lack the technical expertise required; or your request is outside the scope of our supply/support.
- Contact you at least once a year to seek your customer Net Promoter (satisfaction) Score and any feedback you may have. We will act on your feedback.
- Make your departure, should you choose to leave Cloud Direct, as smooth as possible and continue to support you until the end of the contracted term and assist where possible with account closure.

10 Your Responsibilities

To ensure we can effectively deliver your service we require your cooperation in the following areas:

- Before signing our Service Agreement you will check your equipment and operating system environment against the service minimum requirements.
- To provide a stable computer environment on which the service is installed and which meets the system operating requirements including sufficient internet bandwidth and latency performance. Before installation and any upgrades you will refer to any Installation, Release Notes and associated service documentation provided by Cloud Direct.
- In a Windows operating system environment the backup service relies on the Microsoft Volume Shadow Copy service (VSS). You are advised to ensure that you keep your operating system up to date with the latest service packs and patches as upgrades and fixes are released all the time and may affect your backup service performance and reliability.
- Service performance can be directly influenced by your internet bandwidth and latency. Service performance issues are normally the result of internet service interruptions and you should check this before contacting us.

- You are responsible for ensuring that all the data you wish to be protected has been selected for inclusion in the service. You will undertake regular checks that all your required data is being protected.
- It is your responsibility to undertake a risk assessment for data security purposes if you have enabled your administrator users to view protected data in Support Centre.
- It is your responsibility to respond to any warning emails and error messages received. You must ensure that Cloud Direct has a correct and current email address if you wish to use our email warning service.
- You must retain a note of your username and password; you will need this to recover your data.
- You will undertake test restores at appropriate regular intervals to ensure that you can recover your critical data and systems and inform Cloud Direct Service Team of any issues encountered.
- In the event of data recovery using the service, you must have access to the appropriate level of technical knowledge to rebuild your data into your systems (if you do not have this skill yourself, you should use an IT partner or IT support company). You should appreciate the difference between the recovery of single data files and the possible need for comprehensive disaster recovery of an entire computer. Our Support Team can advise on these matters.
- To ensure your use of the Service does not affect the operation of the overall service platform. In the event that your usage is adversely affecting the overall platform, it may be suspended or terminated without liability to Cloud Direct upon prior written notice (or immediately without notice in the event of a technical emergency).
- You will notify us of your desire to cancel the service, giving the appropriate notice, as described in our Terms and Conditions.

Please refer to our full Terms and Conditions at <http://www.clouddirect.net/legal> for a complete breakdown of both your and our contractual responsibilities.

11 Service Availability and Financial Claims

We commit to our customers that the Connected service will have an uptime of 99.9% and above (excluding planned maintenance). This is worked out over a month. To calculate the uptime of a service use the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Minutes Downtime}}{\text{Total number of minutes in a month}} \times 100$$

Service Downtime is measured from the time a case is raised with us by you until the Connected service is restored.

Any rebate will be prorated based on number of affected users.

This SLA does not apply to any performance or availability issues in conjunction with:

- Factors outside of our control.
- As a result of your, or third party services, hardware or software.
- Your use of the service after you were advised by us to modify your use and did not do so
- Being on a trial of the service.
- An unauthorised action or inaction by you or your employees, agents, contractors, vendors or anyone gaining access to the Connected network through your passwords or equipment.

- Your failure to adhere to any required configurations, supported platforms and outlined policies for acceptable use. This includes any changes made during the service such as changing your operating system.
- Reserved licences which have not been paid for at the time of the downtime.

If the uptime falls below 99.9% for any given month, you may be eligible for the following rebate:

Online service availability in a given month (excluding planned maintenance)	Rebate (% of per affected User monthly recurring charge)
Less than 99.9% and greater than or equal to 98.0%	10%
Less than 98.0% and greater than or equal to 95.0%	20%
Less than 95.0%	30%

If you wish to make a claim for non-conformance against this SLA you should do so in writing to support@clouddirect.net citing your reasons in full, the duration of the downtime, the number of users affected and relevant Cloud Direct Support Case numbers within 10 calendar days of the online service interruption.

Our Directors will review any incident raised by evaluating all the information reasonably available to them and make a good faith judgment on whether a Rebate is owed. You must be in compliance with our contractual agreement and this SLA in order to be eligible for a Rebate. If we determine that a Rebate is owed to you, we will apply the Rebate to your next invoice; you may not offset the Rebate yourself from any payments owed. If you receive an SLA Rebate this is your sole and exclusive remedy for any performance or availability issues for any Connected service covered by this SLA.