

Service Specific Terms and Conditions for Cloud Compute Services

These Specific Terms and Conditions for Cloud Compute Services form Your Agreement with the Service Provider. Together with the Elite Group Standard Terms and Conditions and the Order Form.

1. Interpretation

1.1. In this agreement the following words will have the following definitions:

- **Cloud Compute Product Schedule** means the document which details service levels for the Cloud Compute Service.
- **CPU** means Central Processing Unit resource.
- **Disk** means hard disk space.
- **Failback Test** means a sequence of two full failover actions. The first performs a full failover of the environment to the secondary Cloud Compute Service location. While Services are provided from the secondary location, testing will be carried out by You to validate successful failover of the Zerto Replication Services. The second failover returns Services to the primary location where You should test and validate that all Services are successfully restored. This process is always intrusive to the primary site services and will involve a short period of service downtime during the process.
- **Failover Test** means a process which performs the failover action to the recovery site but without removing the primary site from Zerto Replication Service. You can perform full testing in isolation of the disaster recovery environment in the recovery site to validate success of disaster recovery without affecting Services in the primary site. At the Virtual Machine level this process is non-intrusive to the primary site Zerto Replication Services.
- **Memory (also known as RAM – Random Access Memory)** means a pool of memory providing the equivalent volatile storage as physical RAM memory of the same capacity.
- **Resources** means combinations of Memory, Disk, CPU, IP addresses, and VLANS used to define, configure and operate a Virtual Data Centre.
- **RPO** means Recovery Point Objective and specifies the maximum lag time between data stored on the primary site and the data stored on the recovery site. This is the maximum window in which data may be lost during a total loss of the primary site. Data replication cannot be immediate between distinct sites as it would then become a single point of failure. Therefore, there is an inherent time lag between the primary site and the recovery site. The RPO is also dependent on the replicated workload data write rate and the available bandwidth
- **Standard Terms and Conditions** means the Elite Group standard terms and conditions that make up Your Agreement and which are signed by You as a condition of taking the Cloud Compute Service.
- **Virtual Data Centre** means a collection of Virtual Machines with a single administration group.
- **Virtual Machine** means a computer server created and maintained as software within a clustered environment of physical servers and storage.
- **Workload Journal** means whereby every write to a protected virtual machine is copied by Zerto Virtual Replication. The write continues to be processed normally on the protected site and the copy is sent asynchronously to the recovery site and written to a journal managed by a Virtual Replication Appliance (VRA). Each protected virtual machine has its own journal.
- **Workload Journal Assessment** means the average hourly disk change rate assessed in kilobytes per second to determine the amount of cloud storage required to store 24 hours of data for rolling back workloads. This means that recovery can be made to any checkpoint up to 24 hours in the past.
- **Zerto Replication Service** means the service provided by the Service Provider for the replication of critical Virtual Machines between two instances within the cloud environment.

2. Service

- 2.2. The Cloud Compute Service is an Infrastructure as a Service (IaaS) solution that provides customers with a highly secure, virtualised hosting environment in which to host their data (“**Cloud Compute Service**”).
- 2.3. The Service Provider shall provide the Cloud Compute Service in accordance with the specification ordered by You as detailed on the Order Form and in accordance with the Cloud Compute Product Schedule.
- 2.4. You will be provided with a user account of which you may create and deploy any Virtual Machines required. Any Resources utilised by Virtual Machines created with Your user account will incur charges.
- 2.5. Without affecting the limitations and exclusions on liability set out in the Agreement under the Standard Terms and Conditions, the Service Provider shall not be liable for any matters arising from the loss or unavailability of any of Your data through the provision of the Cloud Compute Services, nor for any fraudulent or illegal use or any other misuse of the Cloud Compute Services.
- 2.6. The Service Provider will provide You with access details to administer the Cloud Compute Service. You shall be responsible for ensuring only authorised users are given the login details and You must restrict disclosure to



only those authorised to access the Cloud Compute Service. You will have no physical access to the Cloud Compute Service infrastructure.

- 2.7. You acknowledge and agree that to the extent You opt, in respect of connectivity to the Cloud Compute Service, via a shared public VLAN by leasing an IP address from the Service Provider (which is free of charge other than the cost to lease the IP address) rather than via a dedicated external VLAN, then the Service Levels in the Cloud Compute Product Schedule shall not apply. Further, in such circumstances, the Service Provider does not guarantee the performance of that connectivity to the Cloud Compute Service nor does it accept any liability in respect of the same and You hereby acknowledge that You use it at Your own risk. The foregoing does not apply to dedicated external VLAN services.

3. Software

- 3.1. You are responsible for ensuring you have obtained and purchased all necessary licenses for any third-party software and operating systems not provided by the Service Provider.
- 3.2. Where You use Your own Microsoft licenses (which are not purchased via the Service Provider), such licenses must be provided under the Microsoft Software Assurance scheme.
- 3.3. You shall be responsible for obtaining and providing licenses for all software installed by You onto the Virtual Machine(s). The Service Provider reserves the right to spin-down or delete any Virtual Machine or to uninstall software that cannot be reasonably demonstrated as being properly licensed for installation and use on the Virtual Machine.
- 3.4. Operating Systems provided by the Service Provider will be patched and updated by the Service Provider at their discretion. It is Your responsibility to ensure all software obtained and purchased by You (and for the avoidance of doubt, not via the Service Provider) is patched and updated as required.

4. Relocation of Virtual Machines

- 4.1. The Service Provider reserves the right to relocate Virtual Machines within the same data centre to replacement host equipment of the same or better functionality. Where there is no service impact, this may happen automatically and without notice. In the event that a relocation is service impacting, the Service Provider agrees to provide You with five (5) days prior notice and will manage the relocation with its provider in such a manner as to minimise disruption to the Services.

5. Data Retention

- 5.1. You acknowledge that, unless specifically contracted as an element of the Services and detailed on the Order Form, the Service Provider does not create or maintain an archive or back-up of any data, site content, or information maintained on the Services (“**Site Content**”).
- 5.2. Where the Service Provider is contracted by You for Zerto Replication Services as detailed on the Order Form, clauses 5.2.1-5.2.9 are applicable:
 - 5.2.1. Zerto Replication is provided through the use of software for the replication of Virtual Machines between Cloud Compute Service instances.
 - 5.2.2. The Service Provider shall provide the managed Zerto Replication Service in accordance with the technical specification specified in the Order Form.
 - 5.2.3. Subject to the Service Provider’s Workload Journal Assessment, the Service Provider shall use reasonable endeavours to provide a minimum journal capacity to store twenty-four (24) hours of data for rolling back workloads. You may also increase the journal capacity beyond 24 hours subject to the prior consent of the Service Provider. You acknowledge that there will be additional charges for increasing the journal capacity.
 - 5.2.4. The Service Provider shall have a right to terminate this Agreement on thirty (30) days’ written notice to the Partner if their supplier of the Zerto Replication Service terminates its agreement with them for whatever reason, which results in the Service Provider no longer being in a position to provide the Zerto Replication Service. In the event of termination by the Service Provider under this paragraph the Service Provider shall refund to You all Fees paid by You for the Zerto Replication Service for any period beyond the date of termination and the Service Provider shall have no further liability to You.
 - 5.2.5. You acknowledge that the provision of Zerto Replication Service is subject to the matters listed below being in place:
 - Advice of any changes to the fixed Zerto Replication list of Virtual Machines;
 - Services such as back up should be designed to follow protected servers ensuring failover and so that disaster recovery tests can be run without production backups being impacted;
 - Alterations to the protected solution by the End User to enable continuation of the Zerto Replication Service and include the provision of this Service where needed;
 - Failover action effect on other services.
 - 5.2.6. In the event of a disaster at the primary Cloud Compute Service location, You may invoke a disaster recovery event at which point the Service Provider will invoke the replicated copy of each Virtual Machine on the recovery Cloud Compute Service instance.
 - 5.2.7. You acknowledge and agree that it is best practice to perform disaster recovery tests to prove that the Zerto

Replication Service can be restored following a disaster recovery event. You are therefore entitled to perform two (2) Failover Tests during the Initial Service Term and any subsequent twelve (12) month period on a twelve (12) month rolling basis ('failover period'). You are also entitled to perform one Failback Test in any failover period with the Service Provider's assistance.

- 5.2.8. You acknowledge and agree that the Failback Test (which for the avoidance of doubt comprises a scheduled full Failover Test and subsequent Failback Test) will affect the production environment.
- 5.2.9. You shall give the Service Provider not less than sixty (60) days' prior written notice of any planned disaster recovery test as set out above.
- 5.2.10. The Service Levels set out in the Cloud Compute Product Schedule shall not apply during any planned Failover Test, Failback Test or disaster recovery test.
- 5.2.11. If, during testing, the Virtual Machines transfer successfully (or boot in the case of a failover test) and the data is synchronised within the limits of the RPO, the testing will be considered successful. In the event that the Virtual machines do not successfully start during testing, or the data has not synchronised correctly, troubleshooting actions will be taken by the Service Provider.

6. Charges

- 6.1. The charges relating to the Cloud Compute Service are detailed on the Order Form and the payment terms are as detailed within the Standard Terms and Conditions.
- 6.2. Where applicable, variable usage charges may apply from time to time, also known as Burst Usage. Burst Usage charges are invoiced at the end of the calendar month in which they have been incurred. Elements are charged in the following increments rounded up to the nearest unit:

Element	Charge unit	Measurement
Storage	Hourly	Gigabytes allocated to Virtual Machine
Memory	Hourly	Gigabytes allocated to Virtual Machine
Reserved Memory	Hourly	Gigabytes allocated to Virtual Machine
CPU	Hourly	Number of vCPUs allocated to Virtual Machine
Reserved CPU	Hourly	Number of vCPUs allocated to Virtual Machine
Public IP Address	Hourly	Number of Public IPs allocated to Virtual Machine
VLAN	Hourly	Number of VLANs allocated to 1Cloud Enterprise
Backup	Daily	Gigabytes stored
Windows Licence	Quantity	Number of Windows licences allocated to 1Cloud Enterprise
SQL Licence	Quantity	Number of SQL licences allocated to 1Cloud Enterprise
Zerto License	Quantity	Number of Zerto licences allocated to 1Cloud Enterprise

- 6.3. The Service Provider reserves the right to invoice any Virtual Machine which are deployed but inactive. It is Your responsibility to delete any inactive or unused Services or instruct the Service Provider to do the same. The Service provider reserves the right to cease any user account which his inactive for a continuous period greater than 12months.
- 6.4. In the event You instruct the Service Provider to resolve an issue with a Virtual Machine which has been caused by an act or omission of You or Your users, the Service Provider reserves the right to charge for time spent remediating the issue. For the avoidance of doubt, this shall apply to the impact of any unauthorised activity, which may include a security exploit.

By signing below You confirm that You have read these Service Specific Terms and Conditions for Cloud Compute Services and agree to be bound by them, together with the Elite Standard Terms and Conditions set out in or deemed to form part of this Agreement and the Charges detailed within the Order Form.

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