



DISASTER RECOVERY AS A SERVICE SERVICE DEFINITION

Version 1.1
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redcentric

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1. Overview

Disaster Recovery as a Service (DRaaS) is part of Redcentric's service portfolio and provides continuous server replication with low RPO and fast RTO enabling customers to continue to provide business activities in the event of a Disaster affecting their production facilities.

2. Services

2.1. The Services may include one or more of the following as specified in the Statement of Work.

2.2. Disaster Recovery as a Service

2.2.1. The Services includes:

- (a) the provision by Redcentric of a Backup Capability at a Redcentric Backup Site. The Backup Capability will consist of the resources specified in the Statement of Work;
- (b) replication of Customer data from the Customer Facility and storage of the replicated data in the Backup Capability;
- (c) remote assistance if required for installation and configuration of Software at the Customer Facility to enable replication;
- (d) analysis as required of the bandwidth between the Customer Facility and the Backup Capability in so far as Redcentric are able for the purpose of supporting replication of Customer data;
- (e) monitoring of the replication process;
- (f) Testing, to allow the Customer to test its recovery procedures;
- (g) Invocation, on a first come first served basis, to assist the Customer's recovery from a Disaster;
- (h) remote access to the Backup Capability during Testing or the Recovery Period; and
- (i) commercially reasonable efforts to assist with the failback of Customer data if required from the Backup Capability following an Invocation.

2.2.2. Customer will:

- (a) obtain appropriate network connectivity from Redcentric or a third party, adequate to support the daily average replication Recovery Point Objective;
- (b) configure the VPN or other connection at the Customer Facility;
- (c) if necessary for Redcentric to provide the Service, provide adequate resources and infrastructure at the Customer Facility;
- (d) provide Redcentric with remote access necessary to install and monitor Software in Customer Facility, conduct bandwidth analysis, install patches, and upgrade the Software installed;
- (e) maintain operating systems and hypervisor software versions as supported by Redcentric and vendors, and promptly upgrade such software following notice by Redcentric;
- (f) ensure that its hardware and software related to the Service complies with Redcentric and vendor best practices to achieve an acceptable Recovery Point Objective;
- (g) comply with Redcentric's change management policies and procedures in effect from time to time; and
- (h) have primary responsibility for the failback of Customer data if required from the Backup Capability following an Invocation.

2.2.3. In the event that bandwidth analysis indicates that the amount of bandwidth specified in the Statement of Work will not support Customer's stated Recovery Point Objective, Customer will contract for additional bandwidth or Redcentric shall be entitled to make an adjustment to the stated Recovery Point Objective it reasonably deems achievable with such bandwidth.

2.2.4. Any resource use in excess of the Backup Capability will result in the additional usage fee stated in the Statement of Work or at Redcentric's then current rate.

2.2.5. Within fourteen (14) days after termination of the Statement of Work, Redcentric will delete all Customer data in the Backup Capability without any additional notification to Customer.

2.3. Automated Testing

2.3.1. If agreed in the Statement of Work, Redcentric will perform automated testing of the Backup Capability to the extent supported by this Service.

2.3.2. The automated testing schedule is dependent on the availability of the Backup Capability and other Customers' scheduled Testing or Invocations and is determined by Redcentric in its absolute discretion.

2.3.3. Service Levels are not applicable during automated testing.

- 2.3.4. Automated testing utilises the same test network used for Customer scheduled Testing.
- 2.3.5. Redcentric will not access nor modify Customer's data.
- 2.3.6. Test Days must be scheduled separately by Customer.

2.4. Always Running Virtual Machines

- 2.4.1. For the purposes of these Services, Always Running Virtual Machines are defined as virtual servers running in the Backup Site 24x7 to enable specific application level replication (most generally AD, DNS, and/or domain controllers) to aid the recovery process.
- 2.4.2. Redcentric will:
 - (a) provide the resources defined in the Statement of Work to allow Customer to run Virtual Machines in an always-running mode to assist with the recovery process; and
 - (b) maintain and manage the infrastructure hosting the Always Running Virtual Machines.
- 2.4.3. Unless separately contracted with Redcentric, Customer will:
 - (a) provide all operating system, application software and licences for the Always Running Virtual Machines;
 - (b) Implement, manage and monitor suitable replication methodology as required to keep the Always Running Virtual Machines current and suitable for their intended purpose;
 - (c) maintain, manage, update and upgrade any software patches as and when required as per Customer's change management policy;
 - (d) inform Redcentric of any changes or updates to the configuration of the Always Running Virtual Machines; and
 - (e) work with Redcentric to connect the Always Running Virtual Machines to protected servers recovered during Testing or the Recovery Period.

3. Testing

- 3.1. The Customer is responsible for ensuring that its operating systems, application software and procedures operate to its satisfaction on the Backup Capability. If Testing is provided, then subject to clause 3.2, the Customer may use the Backup Capability for the Test Days during each Test Year of the Term for Testing in accordance with the Statement of Work.
- 3.2. Testing will be scheduled and conducted in accordance with Redcentric's policies and procedures in effect from time to time. Redcentric may cancel scheduled Testing when another Subscriber requires use of all or part of the Backup Capability for Disaster recovery purposes. Redcentric will use its reasonable endeavours to reschedule cancelled tests, but no allowances or credits will be given.
- 3.3. At the end of Testing, Redcentric will tear down the test environment used by the Customer.

4. Invocation

- 4.1. If the Customer suffers a Disaster, it may give notice to Redcentric, in accordance with Redcentric's Invocation procedures notified to it from time to time, that it wishes to use the Backup Capability for Disaster recovery purposes.
- 4.2. Subject to the Multiple Disasters clauses, following such Invocation Redcentric will make the Backup Capability available to the Customer. The Customer may use the Backup Capability for so much of the Recovery Period as it requires, providing it falls within the Term of the Statement of Work, to enable it to recover from the Disaster.
- 4.3. If the Customer uses the Backup Capability throughout the Recovery Period, it may, subject to Multiple Disasters clauses and Term of the Statement of Work, continue to use it after the end of the Recovery Period. Customer shall pay a usage fee beyond the Recovery Period as Redcentric may specify in the Statement of Work, and if such fee is not specified then at Redcentric's then current rate.
- 4.4. Following Invocation, the Customer shall use all reasonable endeavours to restore service at the Customer Facility or suitable alternative, so as to release the Backup Capability as soon as possible.
- 4.5. In no event may the Customer continue use of the Backup Capability at a Redcentric Backup Site for more than six months after Invocation.

5. Multiple Disasters

- 5.1. Redcentric has multiple Subscribers for its Services. It may sub-contract the provision of part of its Services and the subcontractor may also have multiple subscribers for its services. Accordingly, Redcentric cannot guarantee that there will not be competing demands for the Backup Capability. If Multiple Disasters occur, another Subscriber may already have invoked all or part of the Backup Capability, and it may therefore not be possible for Redcentric to make it available to the Customer. If Multiple Disasters occur, all Invocation requests shall be dealt with on a 'first come, first served' basis in the order in which they are received.
- 5.2. Redcentric shall not be liable if, due to Multiple Disasters, the Backup Capability is not available for the Customer's Disaster recovery purposes, but it shall use its reasonable endeavours to make alternative facilities available to the Customer.
- 5.3. During Multiple Disasters, notwithstanding that the Customer may have priority, it shall co-operate with Redcentric's reasonable efforts to provide Disaster recovery services to other Subscribers.

6. Customer Responsibilities

- 6.1. The Customer is responsible for the provision, control, support, operation and processing of whatever it deems necessary for its use of the Services. Without prejudice to the generality of the foregoing, the Customer has sole responsibility for the security, adequacy and accuracy of all data, instructions, programs and procedures submitted and used by it and the results obtained therefrom. The Customer shall establish audit controls, data functions, operating methods and check points appropriate to its use of the Services including, without limitation, the creation of backup files and other desirable security arrangements. Redcentric shall not in any circumstances be obliged to reconstruct or furnish any files, data or programs which may for any reason be required and/or any information or details in respect of any codes or passwords used by the Customer and shall have no obligation or responsibility in respect of such matters. Without prejudice to the foregoing, Redcentric will be entitled to charge for such Services on its then current terms.
- 6.2. The Customer shall operate the Backup Capability in a proper manner and only in connection with its ordinary business and take proper care of the Backup Capability, and not allow any person to use the Backup Capability who is not trained and skilled in operating the Backup Capability.
- 6.3. The Customer warrants as at the date of the Statement of Work that the Customer Facility is fully operational and that it has and will continue to keep in force an appropriate maintenance agreement for any equipment comprised in the Customer Facility with a suitable maintenance provider.
- 6.4. Customers utilising hard disk encryption on Redcentric equipment shall be responsible for removing all Customer data and the encryption key from the Redcentric equipment at the conclusion of Testing or the Recovery Period (this includes any interruption of Testing due to another customer declaring a Disaster on the Redcentric equipment being tested by Customer). Notwithstanding anything to the contrary contained in the Statement of Work, Redcentric shall have no responsibility for any loss of data due to the failure of Customer to delete such data and encryption key as described herein.
- 6.5. The Customer shall indemnify Redcentric against any damage to the Backup Capability, any Redcentric Backup Site, or any equipment, fixtures and fittings located, kept or stored therein caused by a wilful act or negligence of the Customer, its employees, subcontractors or agents.
- 6.6. In addition to any other charges specified in the Statement of Work, the Customer shall pay ancillary charges, monthly in arrears, for:
 - (a) shipment of item(s), at Redcentric's then current rate if performed by Redcentric, or at Redcentric's cost plus 15% if performed by a third party supplier; and
 - (b) technical assistance requested by the Customer or its personnel which is not within that included in the charges specified in the Statement of Work, at Redcentric's then current rate.
- 6.7. Customer has sole control and visibility over the types of data stored as part of the Services and therefore, has sole responsibility for ensuring that the Services it purchases allows Customer to comply with applicable laws or other requirements related to the storage, security, or processing of the same, including, but not limited to, those relating to data protection or payment card information.
- 6.8. Customer represents and warrants that it has the full legal right to utilise any Customer-provided equipment.
- 6.9. The Customer's right to use the Backup Capability (a) for Testing at any time and (b) for its Disaster recovery purposes after the end of the Recovery Period, shall cease within an hour of notice from Redcentric (whether by notification to the Customer's personnel at the Backup Site or otherwise) that the Backup Capability is required to provide Disaster recovery services to another Subscriber.
- 6.10. In addition to releasing the Backup Capability under the Testing, Invocation and Multiple Disasters conditions, within 10 business days of the termination or expiration of the Statement of Work,

Customer will return, at Customer's expense, all Redcentric-provided equipment and software (whether located at a Customer, Redcentric, or other site), return Customer occupied areas within a Redcentric site in the same condition as received (reasonable wear and tear excepted), and remove all Customer-provided equipment and software. If Customer fails to remove its equipment and software as required, Redcentric will provide notice to Customer, and Customer will have 10 additional business days from the date of Redcentric's notice to remove all Customer-provided equipment and software. Upon expiration of the foregoing notice period, Redcentric may dispose of such equipment and any Customer data or applications without liability to Customer. Redcentric may redeploy any Redcentric-provided equipment in any manner in its sole discretion and shall delete all Customer software and data residing on such equipment before redeployment.

7. Service Level Agreements

- 7.1. Redcentric will perform the failover of the Backup Capability following an Invocation as quickly as the technology allows, and in addition check and if necessary troubleshoot Virtual Machines booting to the operating system login, providing there are no competing demands for the Backup Capability. The Service may have captured a recent history of data changes allowing option of recovery to a previous point in time.
- 7.2. When Redcentric accepts Customer's request for recovery of Customer's most recent copy of Customer's data, Redcentric will make the Backup Capability available to the Customer within the time frames set forth below following commencement of the failover.
- 7.3. The Service Level Agreement covers the recovery of the replicated servers, the associated operating system and data, as per Customer request and tested recovery plans.

Service component	Starting SLA	Extended quantities
Server Replication	2 hours ≤ 50 servers	+1 hour for every additional 25 servers or part thereof
Virtual Replication	2 hours ≤ 100 servers	+1 hour for every additional 100 servers or part thereof

- 7.4. The Service Level Agreement only applies:
 - (a) following the completion of a successful user acceptance test after implementation of the services;
 - (b) the completion of scheduled Testing post-implementation; and
 - (c) when recovering the most recent copy of Customer's data.
- 7.5. The Service Level Agreement does not apply if:
 - (a) There is a failure in correctly replicating data and creating consistent replicas in the Backup Capability;
 - (b) Customer uses software and hardware not supported by Redcentric or vendors;
 - (c) Customer uses any backup or deduplication technology that requires restoration in conjunction with the service;
 - (d) manual intervention required for servers to boot (for example entering BitLocker keys);
 - (e) Customer makes configuration changes to their production environment which have not been communicated to, and accepted by, Redcentric;
 - (f) Customer makes changes to the recovery plan that exceed the contracted resources; or
 - (g) Customer has not conducted scheduled Testing for at least 60% of the replicated servers in the previous 12 months.
- 7.6. If Redcentric fails to meet the Recovery Time Objective Service Level Agreement as defined above one (1) or more times in a calendar month, Customer is entitled to a credit equal to 50% of the monthly charge for the Service for the month in which the failure occurs, regardless of how many failures in said month.
- 7.7. Where the charges payable in relation to a particular Service are bundled with charges payable for other Services, or the charges payable in relation to specific items of equipment are bundled with those for other equipment, and the Customer becomes entitled to a service credit, then in calculating that credit, the applicable charge shall be the monthly charge that Redcentric would have charged for the individual Service, or item of equipment, to which the Service credit relates, had it not been bundled with other Services or other equipment.
- 7.8. Customer may terminate the affected Service if Redcentric fails to meet the Recovery Time Objective Service Level Agreement as defined above three (3) consecutive times within any twelve (12) month period by providing Redcentric advance written notice no later than sixty (60) days following the third failure.

8. Software and Documentation

- 8.1. The Software and Documentation are copyrighted and licenced (not sold) to Redcentric to provide the Services. Customer is given access to and the use of the Software (in object code form only) and Documentation by Redcentric for the sole purpose of receiving the Services. Neither title nor licence to the Software and/or its associated Documentation is transferred to the Customer.
- 8.2. All Intellectual Property Rights in the Documentation subsist in Redcentric and/or its licensor. The Statement of Work does not grant to the Customer any right, title or interest in any Intellectual Property Rights subsisting in the Documentation.
- 8.3. Customer will not delete or in any manner alter any Intellectual Property Right notices appearing in the Documentation. No licence to use such notices is granted by Redcentric under the Statement of Work or otherwise, and the Customer shall not use the same without Redcentric's prior written consent.
- 8.4. Customer will not: (a) copy (except as expressly permitted by this clause 8) and/or modify the Documentation (in whole or part); (b) use the Documentation other than to receive the Services; (c) lease, sublicense, transfer or otherwise distribute the Documentation to any third party; (d) use the Documentation to provide service bureau, time-sharing or other computer services to third parties; or (e) otherwise cause or permit the breach this clause 8 by a third party.
- 8.5. Customer acknowledges that the Software or parts of it (e.g. encryption software) and/or Documentation may be subject to UK and European export controls from time to time. The Customer shall not use any of them in breach of such controls.
- 8.6. At Redcentric's request and at the Customer's cost and expense, the Customer will provide to Redcentric a certificate signed by an officer of the Customer verifying that the Software and its associated Documentation is being used by it in accordance with the terms of this clause 8.
- 8.7. On at least twenty (20) days prior written notice, Redcentric and/or its licensor may audit the Customer's use of the Software and its associated Documentation to ensure that the Customer is in compliance with the terms of this clause 8. Any such audit will be conducted during regular business hours and will not unreasonably interfere with the Customer's business activities.
- 8.8. On termination or expiry of the Statement of Work: (a) the Customer's right to access and use the Documentation and any Redcentric Confidential Information will terminate automatically; (b) the Customer will destroy or return (at Redcentric's option) all copies of the Documentation and Redcentric Confidential Information to Redcentric within fourteen (14) days; and (c) an officer of the Customer will certify in writing that no such Documentation, Confidential Information or material have been retained or copied by the Customer.
- 8.9. Customer acknowledges that Redcentric is not the developer of any of the Software and agrees that Redcentric shall not be responsible for any failure of or defect in the Software unless it is caused by Redcentric's negligence or wilful misconduct.

9. Miscellaneous

- 9.1. Notwithstanding anything herein, and without limitation, Redcentric shall not be responsible for failure to carry out any of its obligations under the Statement of Work (including any failure to meet a Service Level), if the failure is caused by:
 - (a) a breach of the Statement of Work by the Customer, its employees, subcontractors or agents;
 - (b) the negligent, intentional or wilful acts or omissions of the Customer, its employees, subcontractors or agents;
 - (c) malfunction of equipment or other infrastructure (unless such malfunction was caused by Redcentric's failure to maintain such equipment or such infrastructure);
 - (d) the failure of any software to perform in accordance with its specifications and such failure is not caused by Redcentric's negligence, wilful misconduct or failure to maintain such software;
 - (e) failure of the Customer's hardware and/or software; or
 - (f) the absence of a patch, repair, policy, configuration or maintenance change recommended by Redcentric but not approved by Customer, or configurations or architectures that are not supported or recommended by Redcentric or the applicable vendor.
- 9.2. If the Backup Site is a Redcentric site, Redcentric shall be entitled to change its location by giving the Customer no less than 90 days' notice.
- 9.3. Redcentric's delivery and operational model is in English language only. Redcentric can only provide and support this Service for systems with English language and locales. Any Customer systems with the presence of anything other than English will be removed from scope and Redcentric will not be responsible to provide alternative solutions.
- 9.4. In the event Customer has not contracted for operational support services, to the extent requested by Customer, Redcentric will provide the requested operational support services at Redcentric's then current rate.

10. Glossary

"Backup Capability" means the equipment and other resources specified as such in the Statement of Work.

"Backup Site" means the site, specified as such in the Statement of Work, at which the Backup Capability is to be made available.

"Customer Facility" means the facility or site specified as such in the Statement of Work.

"Disaster" means, in relation to the Customer, an unplanned interruption of or inaccessibility to the protected systems at the Customer Facility, and, in relation to another Subscriber, an event or circumstance entitling the other Subscriber to use all or part of the Backup Capability for disaster recovery purposes.

"Documentation" means all documentation provided by Redcentric for the purpose of providing the Services, including without limitation operating manuals, user instructions, technical literature and other related materials supplied to the Customer by Redcentric or its licensor for aiding the use and application of the Services.

"Invocation" means receipt by Redcentric from the Customer of a request to use all or part of the Backup Capability for the Customer's Disaster recovery purposes.

"Multiple Disasters" means unplanned and unforeseen events resulting in competing demands for all or part of the Backup Capability.

"Recovery Period" means the maximum period, as specified in the Statement of Work, commencing on Invocation for which the Customer may use the Backup Capability for Disaster recovery purposes.

"Subscriber" means any third party, which for these purposes may include the Customer itself under another contract, entitled to use all or part of the Backup Capability for Disaster recovery purposes.

"Testing" means use of the whole or part of the Backup Capability by the Customer for testing purposes.

"Test Days" means the number of days available each Test Year for the Customer's Testing as specified in the Statement of Work.

"Test Year" means a period of 12 months starting on the Commencement Date or an anniversary of the Commencement Date, and any other period of less than 12 months falling within the Term.

HEAD OFFICE

Central House
Beckwith Knowle
Harrogate
HG3 1UG

T 0800 983 2522

E sayhello@redcentricplc.com

W www.redcentricplc.com

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