



RECOVERY SERVICES SERVICE DEFINITION

Version 1.3
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redcentric

AGILE • AVAILABLE • ASSURED

1. Overview

Recovery Services are part of Redcentric's service portfolio and provides resources for customers to recover and 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. Infrastructure Recovery

- 2.2.1. The Service includes:
- (a) the provision by Redcentric of a Backup Capability at a Redcentric Backup Site. The Backup Capability will consist of the computer equipment specified in the Statement of Work;
 - (b) Testing, to allow the Customer to test its recovery procedures;
 - (c) Invocation, on a first come first served basis, to assist the Customer's recovery from a Disaster;
 - (d) Such technical assistance, as may be agreed by Redcentric, to assist the Customer during Testing or following an Invocation; and
 - (e) If Delivery ATOD option is agreed in the Statement of Work, an option on Invocation only, to have elements of the Backup Capability delivered to the Customer's or another site.
- 2.2.2 Where Redcentric deliver all or part of the Backup Capability to a site other than a Redcentric site, the Customer will:
- (a) ensure that the Backup Site and access thereto is available for delivery of the Backup Capability and its removal and that all necessary consents, licences and permissions whatsoever that may be required are obtained;
 - (b) keep the Backup Capability at all times in good condition and working order and clean and tidy and not, without Redcentric's prior written consent, remove anything or permit or suffer anything to be removed from, or make, permit or suffer to be made any alteration or addition to, the Backup Capability;
 - (c) not remove the Backup Capability from the Backup Site or part with or share possession of the Backup Capability or sell, assign, charge mortgage, pledge, sublet or lend out the Backup Capability or permit or suffer to be done anything which might prejudice Redcentric's interests in the Backup Capability;
 - (d) permit Redcentric and/or its authorised representatives full and free access to the Backup Capability and provide such person(s) with reasonable facilities to inspect and/or repair the Backup Capability and give Redcentric such information relating to the Backup Capability as Redcentric may reasonably require; and
 - (e) At the end of Customer's right to use the Backup Capability or earlier when Customer no longer needs the Backup Capability for Disaster recovery purposes, the Customer will return the Backup Capability to Redcentric or arrange for Redcentric to collect. The Customer is responsible for ensuring that the Backup Capability is complete and in good condition and working order on its return to Redcentric and shall reimburse to Redcentric the cost of any repairs and parts and labour required to make it so.
- 2.2.3 Where Redcentric deliver the Backup Capability to another Redcentric site, the Customer shall pay Redcentric's then current charges in relation to the connection and usage of power, telephone line(s) and other communication link(s) required by the Customer at the Backup Site for connection to the Backup Capability.
- 2.2.4 Unless the Backup Site is a Redcentric site, the Customer shall provide, at the Customer's expense, all power links, power, telephone line(s) and communication link(s) required for the Backup Capability.

2.3. Physical Workplace

- 2.3.1. The Service includes:
- (a) the provision by Redcentric of a Backup Capability at a Redcentric Backup Site. The Backup Capability will consist of the workstations equipped with a networked PC and telephone, as specified in the Statement of Work;
 - (b) Testing, to allow the Customer to test its recovery procedures;

- (c) Invocation, on a first come first served basis, to assist the Customer's recovery from a Disaster; and
- (d) Such technical assistance, as may be agreed by Redcentric, to assist the Customer during Testing or following an Invocation.

2.4. Storage of Customer Equipment (battleboxes)

- 2.4.1. If agreed in the Statement of Work, the Customer may store small items of Customer equipment (e.g. Media, documentation, unpowered electrical devices) at the Redcentric Backup Site for use in connection with the Services.
- 2.4.2. The Customer may leave its equipment on the relevant Redcentric site for such period as Redcentric may specify in the Statement of Work, and if such a period is not specified then for the Term of the Statement of Work or until Redcentric requests that the equipment be removed.
- 2.4.3. Delivery and removal of the Customer's equipment shall be done by the Customer at its expense at times agreed with Redcentric. Unless otherwise agreed, Redcentric shall have no responsibility for unpacking, installing, deinstalling or packing the Customer Equipment or for the cost of doing so. The Customer's equipment may not be connected to any other equipment at the Backup Site without Redcentric's prior consent and, if it so desires, its involvement.
- 2.4.4. The Customer's access to the Redcentric site and the Customer equipment, and the delivery, any installation, and removal of the Customer equipment shall be in accordance with Redcentric's applicable access and operational procedures in effect from time to time.
- 2.4.5. The Customer's equipment shall be at the risk of the Customer at all times. The Customer is responsible for insuring the Customer's equipment against loss and damage.
- 2.4.6. The Customer shall be responsible for the operation and maintenance of the Customer Equipment.

2.5. Remote Console Service

- 2.5.1. This Service is only available for Infrastructure Recovery. If agreed in the Statement of Work, the Customer may access all or parts of the Backup Capability as specified in the Statement of Work during Testing and on Invocation from a location other than the Backup Site.
- 2.5.2. The location other than the Backup Site can be Customer site(s) or Customer may contract for Physical Workplace (desks, networked PCs and telephones) at another Redcentric site, and a communications link to the Backup Capability.
- 2.5.3. Customer may only concurrently use a maximum of the number of sessions specified in the Statement of Work.
- 2.5.4. Customer will:
 - (a) send its backup tapes, if applicable, to the Backup Site;
 - (b) provide a tape operator responsible for the loading of backup media onto the Backup Capability at the Backup Site or pay Redcentric's then current charges for Redcentric providing a tape operator if required;
 - (c) be responsible and provide personnel required for the recovery of the Customer's systems onto the Backup Capability; and
 - (d) collect its backup tapes, if applicable, from the Backup Site at the end of Testing and Invocation.
- 2.5.5. If location other than the Backup Site is not Physical Workplace at a Redcentric site, Customer will:
 - (a) provide PC(s) configured with suitable software and/or client access tools to enable console emulation for the platform being used;
 - (b) provide the appropriate communications link from the Remote Console Site to Redcentric's secure access device at the Backup Site; and
 - (c) be responsible for the availability and operation of all components of the Remote Console Service outside the Backup Site.
- 2.5.6. If location other than the Backup Site is not Physical Workplace at a Redcentric site, Redcentric will provide:
 - (a) information and assistance to enable the Customer to install and configure any software and/or client access tools it may require for console emulation on its PC(s) for the platform(s) being used;
 - (b) at the Backup Site, a router and Local Area Network connected to the Backup Capability, separate from any network that the Customer may operate for recovery purposes, to enable the Customer to run a remote console session on each of the platforms being used; and
 - (c) telephone access to Redcentric technical assistance.

2.6. Total Recovery Service

- 2.6.1. This Service is only available for Infrastructure Recovery. The Total Recovery Service is aimed at reducing the Customer's recovery time by Redcentric restoring Customer data in a Vault to Infrastructure Recovery servers and storage during Testing or following an Invocation.
- 2.6.2. It is a condition precedent to Redcentric being obliged to perform the Total Recovery Service at any time that:
 - (a) there is an associated Vaulting Statement of Work in effect at that time; and
 - (b) the associated Infrastructure Recovery Statement of Work is in effect at that time.
- 2.6.3. On Invocation, subject to the Multiple Disasters clauses, and during Testing, Redcentric will:
 - (a) configure the relevant base operating system, network parameters and supported applications;
 - (b) restore the data in the Vault, as identified by the Customer, to the Infrastructure Recovery server(s) and storage; and
 - (c) make the Infrastructure Recovery server(s) available to the Customer, either at the Backup Site or another site if Delivery ATOD option has been agreed.
- 2.6.4. The Customer acknowledges that:
 - (a) Redcentric can only restore the Customer's data as it is in the Vault at the time of restore;
 - (b) the restore is specifically to the Infrastructure Recovery server(s) identified in the Statement of Work or other operational documentation; and
 - (c) if the Customer has not carried out sufficient Testing, then Redcentric will not have observed a recovery of the Infrastructure Recovery server(s) and may be seeing issues for the first time following an Invocation.

3. Scheduled Events

- 3.1. The Backup Capability may be used for Scheduled Events at Redcentric's then current rate. Use of the Backup Capability for Scheduled Events does not impact allocated Test Days, and is always subordinate to the rights of other Subscribers who make use of the Backup Capability for Testing or due to a Disaster.
- 3.2. Scheduled Events will be scheduled and conducted in accordance with Redcentric's policies and procedures in effect from time to time. Redcentric may cancel a Scheduled Event when another Subscriber requires use of all or part of the Backup Capability for Testing or Disaster recovery purposes. Redcentric will use its reasonable endeavours to reschedule a Scheduled Event or make alternative facilities available to the Customer, but no allowances or credits will be given.
- 3.3. At the end of a Scheduled Event, Redcentric will re-initialise any disks used by the Customer. If the Customer wishes the data to be deleted from the disks, the Customer must delete the data before the end of the Scheduled Event.

4. Testing

- 4.1. 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 4.2, 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.
- 4.2. 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.
- 4.3. At the end of Testing, Redcentric will re-initialise any disks used by the Customer. If the Customer wishes the data to be deleted from the disks, the Customer must delete the data before the end of Testing.

5. Invocation

- 5.1. 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.

- 5.2. 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.
- 5.3. 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.
- 5.4. Following Invocation, the Customer shall use all reasonable endeavours to reoccupy the Customer Facility or locate and occupy a suitable alternative data processing centre (in relation to Infrastructure Recovery) or office area (in relation to Physical Workplace), so as to release the Backup Capability as soon as possible.
- 5.5. In no event may the Customer continue use of the Backup Capability at a Redcentric Backup Site for more than six months after Invocation.

6. Multiple Disasters

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

7. Customer Responsibilities

- 7.1. 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.
- 7.2. The Customer shall be responsible for supplying any Media required in a form suitable for use on the Backup Capability. Redcentric shall be entitled to reject any unsuitable Media. The Customer bears all risk of loss of or damage to Media (when located at the Backup Site and when being transported or carried by or on Redcentric's behalf or otherwise).
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.

- 7.6. 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.
- 7.7. In addition to any other charges specified in the Statement of Work, the Customer shall pay ancillary charges, monthly in arrears, for:
- (d) supplies, including, without limitation, consumables, telecommunications usage, accommodation and meals, at Redcentric's cost plus 15%;
 - (e) cleaning of any part of the Backup Capability required as a result of its use by the Customer, at Redcentric's cost plus 15%;
 - (f) shipment of the Backup Capability or other 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
 - (g) 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.
- 7.8. 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.
- 7.9. Customer represents and warrants that it has the full legal right to utilise any Customer-provided equipment.
- 7.10. The Customer's right to use the Backup Capability (a) for Scheduled Events or 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.
- 7.11. 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.

8. Miscellaneous

- 8.1. 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.
- 8.2. 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.
- 8.3. Car parking spaces may be available to the Customer at a Redcentric Backup Site. These may be limited to the number indicated in the Statement of Work, and there is no guarantee that they will always be available. The Customer shall ensure that its personnel do not park in spaces other than those allocated, or in any other parts of the estate on which the Backup Site is situated in which parking is restricted. Cars are parked at Redcentric sites at their owner's risk.
- 8.4. 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.
- 8.5. 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.

9. 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.

"Delivery ATOD" means an option on Invocation only, to have elements of the Backup Capability delivered another site.

"Disaster" means, in relation to the Customer, an unplanned interruption of or inaccessibility to 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.

"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.

"Media" means all materials for recording data.

"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.

"Scheduled Event" means, in relation to the Customer, a scheduled interruption to the Customer Facility or non-Disaster use of all or part of the Backup Capability for scheduled event 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.

"Vault" means a repository for the data stored by Redcentric pursuant to the associated Vaulting Statement of Work.

"Vaulting Statement of Work" means a Statement of Work defining the electronic vaulting or backup service provided by Redcentric.

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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