

## SERVICE SCHEDULE

### NEW STILE EVOLUTION LTD CLOUD FABRIC V1.0

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

#### 1 Additional Definitions

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **"Cloud Fabric"** – an intelligent network connectivity service operating within the Supplier's datacentres providing physical connectivity between hosted equipment.
- 1.2 **"Customer Network"** - a segregated virtual network within Cloud Fabric which carries secured Customer specific traffic between the specified Physical Ports with optional network encapsulation, such as VLAN tagging, at those Physical Ports.
- 1.3 **"Physical Port"** – a physical network switch port allocated to a customer from the Cloud Fabric service to which equipment is connected.
- 1.4 **"NEW STILE EVOLUTION LTD Service Description – Cloud Fabric"** – the document which sets out the scope and description of the Services being provided by the Supplier.
- 1.5 **"VLAN"** – a standard form of physical network connection encapsulation allowing a single physical connection to be logically split into many discreet virtual local area networks.

#### 2 Cloud Fabric – Service Scope and Description

- 2.1 Cloud Fabric – Physical Port provides a hosted network connectivity service allowing connection of physical equipment to other connected physical equipment or other services connected and available on Cloud Fabric.
- 2.2 Cloud Fabric services are provided to the Customer for so long as the Contract remains in force in accordance with the terms of this Contract and the Supplier's AUP, security and access policies and procedures.
- 2.3 Cloud Fabric services are subject to payment by the Customer of the Supplier's Charges for installation and support Services, where appropriate, calculated at its rates as set out in the Order Form or as subsequently agreed between the parties from time to time.
- 2.4 Cloud Fabric – Physical Port is only provided to the Customer on a managed basis. Change requests received by the Supplier are reviewed prior to implementation to confirm they are appropriate to achieve the Customer's objectives and that they uphold security practises and deployment standards within the service.
- 2.5 The scope of the Services being provided by the Supplier is detailed in the NEW STILE EVOLUTION LTD Service Description – Cloud Fabric in the section headlined Management Scope. This Document also contains recommended specific considerations under the section "Service Dependencies and/or Related Services". The Customer confirms that it has considered and retains full responsibility for all scenarios relating to Cloud Fabric conditions and functionality of each related or dependent service and that the Supplier has no responsibility for any failure of any of these related or dependent services.

- 2.6 The Supplier will provide one Customer Network within the Cloud Fabric per each Physical Port subscription. Customer Networks available can be applied to any Physical Port provided to the Customer.
- 2.7 Customer Networks will be presented on a Physical Port either with, or without, VLAN tagging. The Supplier will use reasonable endeavours to ensure, where possible, that a single Customer Network will be presented to ports on a consistent VLAN however it is recognised that in some configurations this may not be possible. Likewise, the Supplier will use reasonable endeavours to match VLAN assignments requested by the Customer where it is possible to do so however there may be configurations in which this cannot be provided. In both the aforementioned scenarios, an alternative VLAN must be used.
- 2.8 Cloud Fabric, between Customer Networks, can provide traffic filtering at the Transmission Control Protocol/User Datagram Protocol (TCP/UDP) level. The filter offers Physical Port speed basic filtering and the Customer accepts that this shall not be considered a full firewall.
- 2.9 The Supplier will monitor the state of the Physical Port against the configured state and respond where there is a mismatch for example where a Physical Port is configured as active but is shown as down.
- 2.10 The Supplier is not responsible for any service component associated with the Client connection to the Cloud Fabric service which is not provided or configured by the Supplier.
- 2.11 The Supplier will monitor the performance of connectivity within the Cloud Fabric to ensure that adequate bandwidth exists on all internal connections to provide the Customer with the throughput expected based on the Physical Port operating speed and minimal network latency. Where Customer Physical Ports are overloaded by the connected equipment the Supplier will investigate and notify the Customer.
- 2.12 The Supplier will not by default provide a Class of Service or Quality of Service on the Cloud Fabric. Additional terms and conditions can be provided to reflect the implementation, configuration and prioritisation of Class of Service or Quality of Service as appropriate to Cloud Fabric.
- 2.13 Cloud Fabric only provides Ethernet based services including Internet Protocol (IP) and does not support non-Ethernet services such as Fibre Channel (FC) and optical services. Fibre Channel over Ethernet (FCoE) traffic will be carried by Cloud Fabric as regular Ethernet traffic however is not natively supported by Cloud Fabric nor supported by the Supplier.

### **3 Security**

- 3.1 Cloud Fabric implements technology designed to ensure a secure multi-tenant environment. Cloud Fabric implements policies to prevent one Customer being able to access another Customer's network connectivity. All changes to configuration are evaluated against the Supplier's security standards to ensure Customer change requests do not compromise security best practise.
- 3.2 Where untrusted networks, such as the Internet, are connected via Cloud Fabric the Supplier recommends in all cases that a fully capable firewall is employed as a perimeter security measure and the Supplier shall not be responsible for any such failure by the Customer to do so.

#### 4 Service Levels

- 4.1 The Supplier will use its reasonable endeavours to deliver the following Response Times in respect of incidents as set out in the table below.

Event Type	Service Hours	Response Time
Critical	24/7/365 (issue must be notified by telephone)	Within 15 minutes
Service Affecting	24/7/365 (issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes, measured during Business Hours

- 4.2 The Supplier will use its reasonable endeavours to deliver the following Service Levels in respect of the Services as set out in the table below.

4.2.1 The below table defines the SLA for the NEW STILE EVOLUTION LTD Cloud Fabric service.

4.2.2 Where connected equipment is also managed by NEW STILE EVOLUTION LTD, the SLAs for those managed services apply and include the Cloud Fabric components within those environments.

Measure	Description	Value
Service Hours	The hours during which the service and SLA is provided	24/7/365
Availability	% of the service hours during which service availability is guaranteed (excluding planned maintenance in clause 6 below)	100%

- 4.3 Target Availability above is based on connected devices utilising multiple connections to separate access switches in a redundant manner. Solutions with a single point of failure are supported by the Supplier but will have a Target Availability of no greater than 98.84%.

#### Fee Credits

- 5.1 Any Fee Credits which fall due pursuant to this Clause 5 are payable subject to and in accordance with Clause 5 of the Conditions.

Service Hours	Target Availability	Fee Credits
Cloud Fabric	24/7/365 (issue must be notified by telephone)	100%
		Pro rata proportion of the Monthly Charges for any Non-Availability Period

A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

“Non-Availability” means a period of time during which the relevant Service is unavailable in breach of the Availability Service Levels set out in paragraph 4.2 above.

## **6       Planned maintenance**

- 6.1       Save in situation which is an Event of Force Majeure or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer's operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.
- 6.2       During the period of Planned Maintenance, the SLAs will not apply.