Schedule 4 emPOWER IT Continuity Services (DRaaS)

1 Service Description

1.1 The emPOWER IT Continuity Services comprise a pillar of the emPOWER Managed Services portfolio and are made up of discrete service offerings and products as set out below.

1.2 The emPOWER IT Continuity Services are designed to provide you with high performance disaster recovery environment that is owned, hosted and managed by us. Our infrastructure environment connects with your Customer Network Equipment at your router. The details of the specific emPOWER IT Continuity Services, your Software and Customer Data that is to benefit from the emPOWER IT Continuity Services, the Minimum Service Requirements, Managed Service Period, Minimum Spend, Fees and other details will be set out on the Service Order.

1.3 The emPOWER IT Continuity Services are specified in terms of Restore Point Objective (RPO), Restore Time Objective (RTO) and Availability and not a description of the hardware and software used to provision those emPOWER IT Continuity Services. These metrics will be specified on the Service Order.

1.4 We will supply to you with the emPOWER IT Continuity Services specified in the Service Order, initially in the quantities specified in the Service Order and otherwise as specified in writing by you from time to time at the Fees specified in the Service Order.

1.5 We regularly upgrade and update the technology we use to provide the emPOWER IT Continuity Services (e.g. a more efficient version of the software controlling the virtual server hosts becomes available, or that software has better features, or that software may become end of life and need to be upgraded to maintain critical vendor support). This means that the emPOWER IT Continuity Services are continually evolving. Some of these changes will occur automatically, while others may require us to schedule and implement the changes. The changes may also mean that you need to upgrade your Customer Network Equipment in order to make efficient use of the emPOWER IT Continuity Services. We will provide you with advance notification in this case.

1.6 We recognise that you may have legitimate business reasons for not upgrading to a new version of the emPOWER IT Continuity Services as soon as the version becomes available. However, we will not support old versions indefinitely. When an old version used by you is at end-of-life, we may upgrade you to a new version.

IT Service Continuity

1.7 For the purposes of initiating recovery under the emPOWER IT Continuity Services you must develop an IT Service Continuity plan which includes a decision matrix on what defines a trigger to initiate IT Service Continuity actions.

1.8 Triggers for IT Service Continuity initiation should not include:

(a) data corruption or virus/malware infestations on your production equipment;

(b) a planned outage; or

(c) planned upgrades or works to your hosting or network services.

1.9 Once you activate your IT Service Continuity plan we will operate to the Recovery Time Objective and Recovery Point Objective service standards set out in this Schedule.

1.10 We do not provide you with physical access to the blueAPACHE Disaster Recovery Environment.

Customer's Internal Business Continuity Plan (disaster recovery documentation)

1.11 The emPOWER IT Continuity Service does not include us providing you with disaster recovery documentation that sets out your processes and procedures when dealing with a disaster that affects your business. We may be able to provide you with assistance in preparing your disaster recovery documentation for an additional charge as a Professional Service.

1.12 You are responsible for ensuring that your disaster recovery and/or business continuity documentation and policies are kept up to date. You must promptly provide us with a copy of this documentation and any scripts, policies and all relevant information (including any updates) for us to provide the emPOWER IT Continuity Services.

Other Customer responsibilities

1.13 You must ensure that, at your own cost:

(a) you comply with any requirements on the Service Order;

(b) all our equipment and your equipment is located at the sites in such manner and position as is reasonably requested by us to enable us undertake the Managed Services;

(c) you must have a high-speed Internet connection to access the emPOWER IT Continuity Services, and hardware and software that are compatible with the emPOWER IT Continuity Services;

(d) you do not take any action or make any omission (or allow any third party to do so) that prevents us from executing a failover, replication or recovery of Customer Software or Customer Data;

(e) you must ensure that your Customer Software, Customer Network Equipment, Customer Data and any other software that is to be the subject of out emPOWER IT Continuity Services or that interfaces without our systems are kept free from viruses, Trojan horses and other malicious code at all times, especially at the time that you request us to failover your Customer, Software and Customer Data to our blueAPACHE Disaster Recovery Environment.

1.14 You will be given a high degree of control over your operating system configuration and management. If you configure and manage your operating system in such a manner that causes disruption to the emPOWER IT Continuity Services and/or deletion of any data, you will be responsible for any loss that we suffer as a result and may need to pay us an additional charge to fix any problems.

Service Requirements

1.15 We must provide the emPOWER IT Continuity Services in accordance with the requirements set out in the following table:

Requirement	Details of Our Obligation
Restore Time Objective (RTO)	We must ensure Customer Software and Customer Data are fully operational as 'production ready' within RTO of you issuing us with written notice to initiate recovery and requesting us to failover the nominated Customer Software and Customer Data to the blueAPACHE Disaster Recovery Environment.
	Where:
	The **Restore Time Objective (RTO)** is the time taken by us from receipt of the Written Notice above to complete all of the following:
	(a) Make Customer Software and Customer Data ready for production use from the blueAPACHE Disaster Recovery Environment;
	(b) Establish the network connectivity required for Customer to access Customer Software and Customer Data from the blueAPACHE Disaster Recovery Environment; and
	(c) Confirm that Customer can access Customer Software and Customer Data from the Disaster Recovery Platform blueAPACHE Disaster Recovery Environment.
	The Service Order will set out a list of Customer Software and Customer Data which are included under this Managed Service and their associated RTO.
Recovery Point Objective (RPO)	We must ensure when Customer Data is restored, the version of Customer Data the RPO.
	Where:
	The **Recovery Point Objective (RPO)** is the maximum period in which Customer Data might be lost as specified within the Service Order.

Requirement	Details of Our Obligation
	The Service Order will set out a list of Customer Systems that are included under this Managed Service and their associated RPO.
Capacity	We must ensure that the blueAPACHE Disaster Recovery Environment scales in-line with your requirements.
Disaster Recovery Testing	We will perform the following emPOWER IT Continuity Services testing:
	(a) We must perform a test of the blueAPACHE Disaster Recovery Environment each calendar month and issue a report on the outcome of that test to you. The purpose of the test is to ensure that you are able to fail over Customer Software and Customer Data to the blueAPACHE Disaster Recovery Environment and to enable you to access your Customer Software and Customer Data from that blueAPACHE Disaster Recovery Environment within the agreed RTO and to the agreed RPO.
	(b) We will perform annual testing on a project basis, with the scope of the annual test being agreed with you. These annual tests shall attract a separate Fee in addition to the standard monthly Fee for the provision of Managed Services and shall be quoted on in advance of the works being performed.
Location	You will nominate your preferred location from the list of our points of presence to fail over your production environment to in the event that you initiate your IT Service Continuity plan.

1.16 You acknowledge and agree that any restoration or recovery of Customer Software and Customer Data is a recovery or restoration of the version of Customer Software and Customer Data that exists at the time of failover, including any corruption, virus, Trojan horse or other malicious code that is part of Customer Software and Customer Data at that time. We are unable to guarantee the usefulness, accuracy or completeness of any recovery or restoration.

2 Exclusions from Scope

Security

2.1 We are not responsible for the security of your systems, Customer Software or Customer Data whilst it is under your control.

IT Continuity Plan / Business Continuity Plan

2.2 We are not responsible for producing or maintaining your IT Continuity plan, Business Continuity plan, trigger matrix or escalation processes.

3 Service Levels

Service Level: System Availability

3.1 We provide Service Levels in respect of the Availability of each blueAPACHE Disaster Recovery Environment that is being managed under the emPOWER IT Continuity Services.

3.2 We must meet or exceed any Service Level that is applicable to each blueAPACHE Disaster Recovery Environment that is the subject of the emPOWER IT Continuity Services acquired under a Service Order, except where the failure, delay or other breach arises from, or is contributed to by, a Reasonable Excuse.

Service Level Name	Service Level	Measurement
blueAPACHE Disaster Recovery Environment	100%	blueAPACHE Disaster Recovery Environment Availability % is calculated as:

Service Level Name	Service Level	Measurement
Availability during Business Hours		1-(Unplanned Downtime/Required Uptime) Where Unplanned Downtime and Required Uptime are measured over our Business Hours.
blueAPACHE Disaster Recovery Environment Availability across the entire month	99.8%	blueAPACHE Disaster Recovery Environment Availability % is calculated as: 1-(Unplanned Downtime/Required Uptime) Where Unplanned Downtime and Required Uptime are measured over the entire month.

3.3 In defining the Service Levels in this clause 4:

(a) **Planned Downtime** means the blueAPACHE Disaster Recovery Environment is unavailable for a time period due to approved maintenance that is disruptive to system operation and usually cannot be avoided with a currently installed system design. Planned Downtime events might include patches to System software that require a reboot or System configuration changes that only take effect upon a reboot. Our policy is to agree a monthly downtime window with a Customer upon contract initiation during which planned downtime can occur at a time that causes minimal impact to Customer.

(b) **Required Uptime** means the total number of minutes in the month.

(c) **System** means the storage, compute and memory resources acquired by you as set out on a Service Order.

(d) **blueAPACHE Disaster Recovery Environment Availability** means the % of time over the relevant period that the blueAPACHE Disaster Recovery Environment is available to be used by either end users or other systems.

(e) **Unplanned Downtime** means any downtime that is not Planned Downtime during the relevant period.

How is the blueAPACHE Disaster Recovery Environment Availability Service Level measured?

3.4 The Availability Service Level is measured and reported monthly. blueAPACHE Disaster Recovery Environment Availability is measured by us using information obtained from our monitoring systems and is binding on us both.

4 Change Management

4.1 We will operate the following change management process:

Services	Description	Specifications
Change Management	The process to manage and track change requests to the Managed Services, systems and applications.	All change requests are to be submitted to the Service Centre. This functions as the control and tracking point for all changes. Change notification request periods are based on the type of change: Planned Projects - Two (2) weeks prior to change date. Non-Emergency – Five (5) days prior to change date.

		Emergency – Immediately as required#

\# - Should an **Emergency Change** be performed it must be as a result of imminent Emergency. All such changes will be retrospectively raised as a formal change and any associated major incident actioned and documented accordingly.

5   Service Period, Renewal and Termination

Service Period and Renewal

5.1   The commencement date of the Service Period of the emPOWER IT Continuity Services shall be the date when the Service under a Service Agreement commences which is:

(a)   The earlier of the date that blueAPACHE notifies Customer that the Service is ready for use or the date that Customer first uses the Service, or

(b)   such other date agreed by the Parties.

5.2   The Minimum Service Period of the emPOWER IT Continuity Services shall be 36 months, unless otherwise set out on the Service Order.

5.3   The Minimum Service Period (or any subsequent period of the Service Period) can be extended within the last 6 months of the Service Period for a subsequent Service Period of 36 months, or other such Service Period as agreed between the Parties, by requesting a revised Service Order quotation from blueAPACHE.

5.4   Should the Minimum Service Period elapse without Customer signing a revised Service Order, out of contract emPOWER IT Continuity Services list pricing will apply.

Termination for Convenience

5.5   You may terminate the emPOWER IT Continuity Services for convenience by giving us 30 days Written Notice. Early termination will attract an Early Termination Payment calculated using the following formulae:

Early Termination Payment = (A*B) + C,

where;

"A"   is the Minimum Spend;

"B"   is the remaining term of the Minimum Service Period; and

"C"   is any outstanding Fees for work done or planned.

6   Pricing and Fees

Fees

6.1   You must pay the following Fees for the emPOWER IT Continuity Services in this Schedule:

(a)   a variable monthly Fee, which can be renegotiated within 6 months of the current Service Period end date, with a view to extending as per Clause 5.3.

(b)   the variable monthly Fee is based on the pricing schedule as specified in the Service Order;

(c)   a Fee for Moves Adds and Changes ("MACs") as per the pricing schedule as specified in the Service Order.

Monthly Service Fee

6.2   Where there is a "Unit Price" (usually specified in the column headed "Quantity" in the Service Order), Fees must be calculated by reference to the quantity provided to you in the relevant month. The initial quantities required by you are usually set out in the column headed "Quantity" in the Service Order. You may change the quantities required for a month by giving Written Notice of the changes at least 5 days prior to the beginning of the relevant month.

Minimum Spend

6.3   Should the monthly Fee for any Managed Services fall below 50% of the initial charges for that Managed Service then a Minimum Spend equivalent to 50% of the initial Fees for that Managed Service shall apply.