SCHEDULE B: SERVICE DEFINITION FOR SERVER REPLICATION SERVICES

1. Server Replication Service Description

Exponential-e's Server Replication Service uses replication capabilities to create one near-synchronous virtual clone of the Customer's selected servers ("Clone Server(s)"). Server Replication can be "Virtual Server to Virtual Server" or "Physical Server to Virtual Server".

Requirements for Virtual to Virtual

- VMware vSphere 4.0 Update 1 or newer
- VMware licensing must include vCentre (VMware Essentials or above)
- Admin/root access to VMware environment (ESX(i) hosts and vCentre)
- Windows 2008 R2 (or newer) VM on which to run ZRA software

Requirements for Physical to Virtual

- Windows or Linux operating systems
- Admin/root access (for machines in public cloud environments)

For both, Windows subscription based licensing with active Software Assurance (for replicated Windows VMs) is required – OEM and Retail Box licensing cannot be used.

The Service is comprised of the following three components:

Software agent - to be installed on to the server to be replicated

Storage - of the Clone Server (can be Customer-provided, Virtual Data Centre-based or appliance-based)

Management Interface - downloadable software or web portal interface to allow management and monitoring.

2. Division of Responsibilities

The Parties shall have the following respective responsibilities:

Exponential-e Responsibilities

- Management of the Service
- Installation of software agent on Exponential-e provided servers
- Monitoring Exponential-e provided replicated servers
- Invocation of Clone Server
- Verifying that the Clone Server is accessible.

Customer Responsibilities

- Management of Server applications
- Installation of the Software agent on Customer-provided servers
- Monitoring Customer-provided replicated servers
- Decision to invoke Clone Server
- Activating applications on the Clone Server
- Requesting the use of test days
- Provision of an "Invocation Initialisation Document" to Exponential-e detailing the agreed process to be followed by Exponential-e (including authorised personnel) in the event of Invocation and update and reissue to Exponential-e as required, but not less frequently than every six (6) months or upon any change to the Customer's infrastructure
- Ensuring sufficient bandwidth is in place to meet replication requirements
- Meeting the requirements set out in Section 1 above
- Ensuring the required software licence mobility for virtualisation is in place and complying with all software licensing requirements.

3. Invocation of Clone Server

The Customer's authorised personnel must contact Exponential-e as per Section 3.1 of the main body of this Service Document and request invocation of the Clone Server. Exponential-e shall carry out invocation in accordance with the Invocation Initialisation Document. If the Customer elects to use Exponential-e Virtual Data Centre Storage for the Clone Server, such use shall be subject to the then-current Service Definition for VDC Services and the Customer shall be charged on a Pay As You Go basis for any usage. Exponential-e has multiple customers for its Server Replication Service(s) using the same underlying infrastructure. Accordingly, Exponential-e cannot guarantee that there will not be competing demands in the event of multiple simultaneous disasters or a major disaster affecting numerous customers. If such

disaster(s) occur, all invocation requests shall be dealt with on a 'first come, first served' basis in the order in which they are received. Exponential-e shall not be liable if, due to such disaster(s), invocation of the Clone Server(s) cannot be commenced within the Invocation Start Time set out in Section 6 below.

4.   Testing

The Customer will be entitled to one test of the Service per year or such greater amount as is stated in the Contract. Testing will be scheduled and conducted in accordance with Exponential-e's reasonable policies and procedures in effect from time to time. Exponential-e may cancel a test in order to undertake invocation of another customer's clone server. Exponential-e will use reasonable endeavours to reschedule cancelled tests, but no allowances or credits will be given. Any usage of Exponential-e Virtual Data Centre Storage during testing shall be subject to the then-current Service Definition for VDC Services and the Customer shall be charged on a Pay As You Go basis for any usage.

5.   Target Service Commencement Date

Server Replication Service   5 Working Days*

*From order acceptance.

6.   Server Replication Service Level Agreement

Invocation Start Time (IST)

The Server Replication Service is subject to the following target IST:

	IST*
Server Replication Service	30 minutes

the time taken for Exponential-e to start invocation of the Clone Server in accordance with the Invocation Initialisation Document measured from the raising of the trouble-ticket.

Recovery Point Objective (RPO)*1 and Recovery Time Objective (RTO)*2

RPO and RTO will depend upon a number of Customer-specific factors and therefore cannot be detailed within this Service Definition.

1 the maximum tolerable period during which data might be lost.

2 the time difference between the start of invocation of the Clone Server and the point at which the Clone Server is accessible to the Customer to activate applications.

7.   Service Credits

The following service credits are conditional upon the finalisation of an agreed Invocation Initialisation Document.

	Measure	Service Credit*
IST	> 1 hour	5%
	> 1 hour 30 minutes	10%
	> 2 hours	15%
	> 2 hours and 30 minutes	20%

The service credit is applied as a percentage of the Monthly Charge for the Server Replication Service. The Monthly Charge is the Annual Charge divided by twelve (12).

8.   Charges

Server replication is charged per protected server plus a variable amount based on the storage occupied by the Clone Server. When a Clone Server is made active it becomes chargeable as a VDC virtual server (see Service Definition for VDC Service). This means that the Customer is not charged for the CPU and Memory while the Clone Server is in a cold state. Invoking a Clone Server adds the cost of the CPU + Memory being consumed to the monthly cost; for the total number of days which it remains active as per the Service Definition for the VDC Service.

9.   Data Processing

When Exponential-e provides a Server Replication Service, this may result in Exponential-e Processing Customer Personal Data. The following applies to the Processing of such Personal Data by Exponential-e:

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the protected servers.

Usernames, email addresses and passwords used to access the Services or Service portals.

Nature of the Processing

Storage, collection and logging of usernames, email addresses and passwords.

Replication of Personal Data within the Customer's selected Servers to the Clone Server.

Exponential-e will not block, delete, correct, pseudonymise or encrypt any data being replicated.

Appropriate Technical and Organisational Measures

With respect to the requirement set out in the General Terms in Clause 10.15 at point (ii), the Customer agrees that as far as it is concerned the security measures set out in the Contract and Exponential-e's maintenance of (a) the ISO27001 (Information Security Management) standard and (b) the CSA: Star Cloud standard (or any replacement or equivalent of either subsisting from time to time) (collectively the "Security Measures") fulfils the requirement of appropriate technical and organisational measures and the Customer agrees not to contend otherwise, recognising that the Charges for the Server Replication Service directly relate to the Security Measures to be applied.