



etiCloud Service Schedule Hosted Desktop Services

This Product Schedule Terms & Conditions is incorporated into a Services Agreement also comprising the General Terms and Conditions which the Customer has previously entered into.

Version Control

Version	Date	Control Reason
4.0	01/11/2021	4th Release

1. Definitions And Interpretation

1.1 In this Service Schedule the following definitions apply: -

Term	Definition
Additional Services	Support services additional to the Service which etiCloud may agree to provide to the Customer (subject to receipt of a separate Order Form in respect thereof)
Cloud Platform	The etiCloud supplied Desktop as a Service Platform
Contracted Hours	twenty-four hours per day, three hundred and sixty-five days per year
etiCloud	the infrastructure managed by etiCloud and its Affiliates

Term	Definition
Resolution Time	The elapsed time, during Contracted Hours, between a report of a Service Failure or support request being received by etiCloud, to the time when that Service Failure or support request is resolved
Response Time	The elapsed time, during Contracted Hours, between a report of a Service Failure or support request being received by etiCloud to the point where a etiCloud agent, employee or representative is actively involved in resolving the call
Service	(i) infrastructure and platform as a service to be provided by etiCloud comprising of the Supported Hardware and the Supported Software; and (ii) pro-active support services in respect of the Supported Hardware and the Supported Software to be provided by etiCloud and which are further described in Appendix A and Appendix B of this Service Schedule



Term	Definition
Service Failure	a period during which there is loss of service of any of the Supported Hardware and/or Supported Software. The duration of a Service Failure is measured from the point at which the Customer or etiCloud registers the fault within etiCloud ticketing system to the point at which there is no longer a loss of service
Supported Software	the software listed in Appendix D which etiCloud shall provide the Service in relation to

- 1.2 Other capitalised terms used in this Service Schedule shall have the meaning ascribed to such terms in the General Terms and Conditions.
- 1.3 The rules governing the way in which this Service Schedule shall be interpreted are detailed in clause 33 of the General Terms and Conditions.

2. Service Disruption

etiCloud shall provide to the Customer the Service, subject to the terms and conditions of the Services Agreement.

- 2.1 Fault response and resolution
etiCloud shall endeavour to respond to and resolve Service Failures within the Response Times and the Resolution Times stated in Appendix C. If it is identified during fault investigation that due to circumstances beyond etiCloud control, restoration times will exceed the stated target Resolution Times, the Customer will be notified.
- 2.2 Managed Support Service
- 2.2.1 Incident management
- Service Failures are logged on Customer request made to the etiCloud Service Desk or through the Customer portal, in accordance with etiCloud Support Protocol details of which are available from etiCloud on request.
 - The issue is entered into the etiCloud

support system as a Service Request (SR) and the caller's entitlement to support is validated. Each Service Request is assigned to an owner within the support group and the system maintains an audit trail of activities relating to it.

- The SR is then assigned to, and investigated by, a support engineer. If the Service Request is not resolved, then it continues to escalate within etiCloud and it will be escalated to technical specialists where necessary. At any time if the Customer is not receiving timely updates it can escalate to the etiCloud Support Team Leader.
- The etiCloud Support Team will work remotely with the Customer via telephone and email to investigate an issue and to resolve it. The support services do not include on-site support services.
- Service Requests are managed according to the terms of this Services Schedule and the priority of the issue. The table below summarises the three priority levels:

Priority	Description of fault or issue
High	any fault which results in a total loss of service, hardware or software availability
Medium	any problem which does not result in a total loss of service, hardware or software availability but which has a major effect on the Customer's business.
Low	any problem which does not result in a total loss of service, hardware or software availability but which nevertheless results in diminished response or performance of the service, hardware or software.



- f) Where the origin of a fault is unclear, etiCloud will assist the Customer in fault identification. If it is confirmed that the fault does not lie with etiCloud or its agents, Affiliates or sub-contractors, a reasonable charge may be made by etiCloud for such assistance at its then prevailing rates and no Service Credit shall be available in respect of the fault in question. This provision shall not apply for services provided solely over the phone.
- g) The Customer is responsible for ensuring that the contact information for the Customer is accurately provided and accurately maintained.
- h) Any ticket with the status 'on Hold-Customer' will auto-close after 30 days and will receive no more input from etiCloud support – i.e., where etiCloud is waiting for 30 days for the Customer to respond. If the Customer suspects that the issue is not resolved, it must reopen the ticket with the latest details.
- b) The request is entered into the etiCloud or its agent's support system as a Change Request (CR) and the caller's entitlement to support is validated. Each Change Request is assigned to an owner within the support group and the system maintains an audit trail of activities relating to it.
- c) The CR is then assigned to a support engineer. If the Change Request is not able to be completed by the support engineer, then it continues to escalate within etiCloud and it will be escalated to technical specialists where necessary. At any time if the Customer is not receiving timely updates it can escalate to the etiCloud Support Team Leader.
- d) The Managed Services do include on-site support services to the Customer site by an agent of etiCloud
- e) Non Service affecting changes will be completed as requested within the given SLA. Service affecting changes will be completed as agreed with the Customer and will be outside of any agreed SLAs.

2.2.2 Support Request Escalation

- a) SR Owner - Customers requesting to escalate an issue within etiCloud are recommended to contact the Support Request Owner and explain the reason for the escalation.
- b) Support Team Leader - If the Support Request Owner cannot resolve the issue then the next point of escalation is the etiCloud Support Team Leader.
- c) Support Director – The etiCloud Support Director is the next point of escalation.
- d) Details of the Support Team Leader and Support Director are available on request.
- f) The Customer is responsible for ensuring that the contact information for the Customer is accurately provided and accurately maintained.
- g) Any ticket with the status 'on Hold-Customer' will auto-close after 30 days and will receive no more input from etiCloud support – i.e., where etiCloud is waiting for 30 days for the Customer to respond. If the Customer suspects that the issue is not resolved, it must reopen the ticket with the latest details.

2.3 Managed Service and Change Control

2.3.1 Service Management

- a) Managed service requests are logged on Customer request made to the etiCloud or its agents Service Desk, through the Customer portal or telephone, in accordance with etiCloud Support Protocol details of which are available from etiCloud on request.

2.4 Service Credits

- 2.4.1 Should etiCloud fail to achieve the Service Availability targets set out below, Service Credits are available to the Customer according to the following matrices in accordance with the following provisions of this Clause 2.4 and the General Terms and Conditions:
- 2.4.2 Total Service loss of the Managed Platform – The definition of platform availability, is the ability for the Customer to connect to the Managed platform from the Internet. If the



platform is reachable from the Internet, then the platform is considered available.

% Service Availability (per Month)	Service Credit (as no.of Credit Days)
Between 99.50% and 99.999%	2
Between 99.00% and 99.4%	4
Between 98.500% and 98.99%	6
<98.5%	8 per 24 hours

Exclusions –

- Recovery from the DR site to the primary site is excluded from the % uptime
- Total Service Credits in respect of a Service within any one month (whether available to the Customer under this and/or any other service level commitment) will not exceed the total Charges for that Service for that month.
- Unavailability of a management portal does not constitute a failure of the Managed Service

2.4.3 Primary Backup Data Loss – The definition of data loss, is the loss of any data following a recovery request

% Service Availability (per Month)	Service Credit (as no.of Credit Days)
Any	6

Exclusions –

- Application data without backup agents which require open file availability or specific agents not defined or requested by the Customer
- Data loss due to the site replication. This is replication NOT backup. Although it can be used to recover files, no guarantee is provided.
- Total Service Credits in respect of a Service within any one month (whether available to the Customer under this and/or any other service level commitment) will not exceed the total Charges for that Service for that month.

- Loss of data having no material effect on the Customer's business.

2.5 Service Level Exclusions

2.5.1 The above Service Levels and availability of Service Credits shall not apply if any of the following conditions are, in the sole opinion of etiCloud (acting reasonably), deemed to contribute either wholly or partly to a failure to achieve the stated target:

- failure during any period of Planned Maintenance or service change which has been communicated to the Customer by etiCloud in advance of such work commencing or any period of service change completed as agreed with the Customer;
- failure during any period of emergency Service interruption;
- a failure of, or fault of, equipment not covered by the defined Service;
- the Service being intentionally terminated or suspended by etiCloud where it is entitled to do so under the Services Agreement (including under the General Terms and Conditions);
- the Customer failing to implement any reasonable and clear instructions issued by etiCloud in relation to the Service from time to time;
- a Force Majeure Event as defined in the General Terms and Conditions;
- where etiCloud has suspended the Service pursuant to the General Terms and Conditions;
- where delivery of the Service may result in a potential safety hazard to the Customer or third-party personnel;
- failure of the Customer to provide contact details for a member of its staff whom etiCloud can liaise with, during Contracted Hours, for the period of service delivery/service failure; and
- failure of the Customer to comply with the stated etiCloud procedures for the reporting of incidents and for requesting changes to the Service, as such procedures are specified in the



Services Agreement (including this Service Schedule) or notified by etiCloud to the Customer from time to time.

receipt of the request;

- d) commence provision of the Services within 48 hours of scheduling the request.

3. Additional Services

- 3.1 In addition to the Service, etiCloud may (but shall not be obliged to) provide to the Customer against receipt of the Customer's separate Order Form, the Additional Services.
- 3.2 Where the Customer requests a quote for Additional Services, etiCloud will respond to the request within five (5) Business Days, giving an indication of costs and implementation time involved.
- 3.3 Where etiCloud agrees to provide Additional Services they shall be provided pursuant to and become subject to the Services Agreement including this Service Schedule. The Customer shall pay any additional amounts due by way of Charges for any such Additional Services at and from the relevant Service Commencement Date in respect of such Additional Services.

4. Term And Termination

- 4.1 Subject to early termination of the Service pursuant to the General Terms and Conditions, the term of each Service shall commence on the Service Commencement Date and each Service shall continue to be provided for a fixed 36 month period.

5. Charges

The Charges for each Service are as set out in the applicable Order Form and are payable monthly in advance by the Customer.

6. Additional Provisions

6.1 Managed Service Requests

- 6.1.1 Without prejudice to anything to the contrary in the Change Management Process, where the Customer requires additional volumes of the Services, etiCloud shall use its reasonable endeavours to:
 - a) acknowledge receipt of any request for Services within 24 hours of receipt of the request;
 - b) review the request within 48 hours of receipt of the request;
 - c) schedule the request within 72 hours of

6.2 Limitations of and Exclusions from the Service

- 6.2.1 etiCloud will only be required to deal with requests made by the Customer or its affiliates, not the end user.
- 6.2.2 etiCloud reserves the right to refuse to provide the Service if the Customer contacts do not possess the minimum skills required to understand, describe and co-ordinate resolution of a problem or if support problems have:
 - a) have been introduced by poorly trained personnel or unsuitably qualified engineers; or
 - b) arisen due to changes implemented contrary to the applicable vendor documentation.
- 6.2.3 etiCloud shall not be responsible for data quality or loss within the systems under support nor for supporting interfaces to other Customer systems, nor failure of supported systems due to these interfaces or other connected software/equipment.
- 6.2.4 The Customer is responsible for all licensing and software to run on its servers (including those servers to be virtualised onto the platform provided under this Service Schedule).
- 6.2.5 The cost of any software, licensing or software renewal or upgrade fees of any kind not covered by this agreement.
- 6.2.6 The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- 6.2.7 The cost to bring Client's environment up to minimum standards required for services.
- 6.2.8 Service and repair made necessary by the alteration or modification of equipment other than that authorised by etiCloud, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than etiCloud.
- 6.2.9 The etiCloud Web Filter is supplied on a single policy basis for the multi-tenant platform. As such all clients of etiCloud Hosted Desktop are



subject to the same content filtering policy. Clients may request changes to the whitelist or blacklist by raising a Support Request. Policy changes will be actioned on a first come first served basis wherever there is no conflict with an existing configuration request. Dedicated Web Filters are available at additional cost where a client requires more granular control or reporting.

6.3 Special Provisions

6.3.1 3rd Party Application Support

etiCloud will provide “best effort” in getting 3rd Party vendor issues resolved in a timely manner. etiCloud will not charge for being the technical liaison with software vendors if the Client issue takes less than 1 hour to resolve; however, if etiCloud spends more than 1-hour trouble-shooting with the vendor, discounted labour rates apply. etiCloud must give the Client notice before exceeding the 1-hour time limit and subjecting Client charges. Client has the right to proceed without the assistance of etiCloud to resolve the issue directly.

6.3.2 Vendor Management

etiCloud will assist the Client in dealing with admin issues related to communications vendors and telecommunication companies such as ISP's, etc., that impact the Client's overall network operations. Any service needed due to vendors' needs or problems are billable at the discounted rates.

6.4 Warranties

6.4.1 Client Warranties

Client represents and warrants to etiCloud that: (i) the Client Materials do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (ii) Client owns or has the right to use the Client Materials and all proprietary or intellectual property rights therein, or has authorization from the vendor to copy, use and display the Client Materials on and within the Client Cloud Workspace; and (iii) Client further warrants to immediately notify etiCloud in writing of any known or suspected infringement upon, or misuse of, Services.

6.4.2 Equipment Warranties

Warranties concerning the equipment are those of the manufacturers and not of etiCloud. Client agrees that it will indemnify and not hold etiCloud, its vendors and/or its associates responsible for any loss, claim or damage arising out of this Agreement, or Client's use of equipment furnished and maintained by etiCloud.

6.4.3 Software Warranties

Warranties concerning Software provided by etiCloud to the client under a 3rd Party Contract are limited to etiCloud obligations not to breach any third party contract in a manner affecting the use of the Software by the client. The client agrees that it will indemnify and not hold etiCloud, its vendors or its associates responsible for any loss, claim or damage arising out of this agreement for the client's use of software furnished and maintained by etiCloud except as stated above.



Appendix A – Managed Service Description

1. Managed Support Service

- 1.1 etiCloud shall provide the Service during Contracted Hours.
- 1.2 Faults may be reported by calling etiCloud and or its agents Network Operations Centre or online through the support services portal.
- 1.3 The support SLA is as described in clause 2 of this Service Schedule and Appendix C.
- 1.4 The managed service is a pro-active support service which includes active monitoring, support and incident resolve as described in more detail in the other provisions of this Appendix A and in Appendix B.
- 1.5 The Service platform is under full control of the agents of etiCloud, administrative access is restricted to etiCloud agents or suppliers. The Customer and their agents shall have appropriate user level permissions as required in order to utilise application services.
- 1.6 etiCloud agents or suppliers use monitoring services to monitor application availability, server health and network performance metrics to measure performance against SLA

1.6.1 Operational SLAs

Hosted Desktop Service Availability - 99.999%

Network performance and Service availability are monitored between the Service platform (hosted at the suppliers Datacentres) and the Internet handoff at the edge of the suppliers Network

2. Managed Support Service Overview

- 2.1 24/7 Service Desk
 - 2.1.1 Engineer manned supplier Network Operations Centre to deal with proactive and reactive SR (Service Requests) and CR (change Requests)
 - 2.1.2 24/7 System Support with active monitoring.
- 2.2 Infrastructure Support Overview
 - 2.2.1 Pro-active System Monitoring & Reporting
 - a) Server and Storage Equipment

- b) Hypervisor Software
- c) OS Level
- d) Supplier LAN and network security management

2.2.2 1st, 2nd and 3rd Line Support

- a) Server and Storage Equipment
- b) Hypervisor Software
- c) OS Level
- d) Supplier LAN and network security management

2.2.3 Managed Service including full change control

- a) Server and Storage Equipment
- b) Hypervisor Software
- c) OS Level
- d) Supplier LAN and network security management



etiCloud Service Schedule Hosted Desktop Services cont.

Appendix B – Equipment, Software And Services Supported

1. Infrastructure Support Service Detailed Definition

1.1 In consultation with Client, etiCloud will perform the following Services:

1.1.1 Set-Up Services

etiCloud agent or supplier shall setup the Client's Cloud Platform environment with Client's software applications ("Client Applications"), any necessary installation and configuration media for the Client Applications ("Client Owned Media"), as well as all available documentation for the installation, configuration and support of the client applications ("Client Documentation") listed in the Set-Up Forms forwarded to Client by etiCloud for Client's completion. All work performed shall be in accordance with Client's specification for the number of Client Seats as set forth in the Order Form. etiCloud agent or supplier may provide technical support services beyond the scope of its normal support services, said services if any, will be specified under special provisions.

1.1.2 etiCloud System

The Set-Up Services will result in etiCloud being able to allow Client non-exclusive electronic access to etiCloud's digital information processing, transmission and storage system ("Cloud Platform") located at the computer facilities operated by etiCloud or one of its Partners. etiCloud shall authorise connection to its Cloud Platform via a unique user name, password and/or other access credentials that etiCloud grants to Client, for Client access to the Cloud Platform from a Client computer or other network device (each, a "Client Seat"). Client must designate Authorised Users (employees, agents or other persons) permitted to use Client's account as designated by Client from time to time in writing to etiCloud. etiCloud will initially host the number of Client Seats and storage as set forth in the Schedule A. etiCloud will only provide Hosting Services to Client and its Authorised Users under the terms

of this Agreement. etiCloud may provide technical support services beyond technical support for etiCloud Materials and such other additional services as specified in the "Special Provisions". Client acknowledges and agrees that: (i) it has given etiCloud its Client Applications, Client Specifications as set forth in the Schedule A, and it has been advised of the period of time for Service to be established as defined in the Set-Up Forms; and (ii) as a result thereof, Client agrees that it has evaluated the Services offered by etiCloud (i.e. this Agreement for Services), and that the Services meet its business specifications and, upon Client's execution of this Agreement, etiCloud may commence the set-up process and any Services in accordance with the terms of this Agreement.

1.1.3 Additional Included etiCloud-Products

etiCloud will be providing the following products/services as part of this agreement:

- Anti-Virus for the Hosted Service
- etiCloud Web Filter - Internet Filtering for the Hosted Service
- Cloud Storage Space (GB) per Client Seat (Excludes Apps)
- Microsoft Office Standard | Professional (Silver, Gold Services respectively)
- etiCloud Spam Filter - e-mail spam filter (Silver & Gold Services)
- etiCloud Hosted Microsoft Exchange E-mail Service (Silver & Gold Services)

1.2 Delivery of Materials

At the time specified in the Set-Up Forms, Client will deliver to etiCloud any Client Owned Media and Client Documentation required in order for etiCloud to install and configure the Client Applications. etiCloud will supply to Client any user instructions or installation media required to access the etiCloud System.

1.3 Updates and Upgrades

At the time specified in the Set-Up Forms, Client will deliver to etiCloud all upgrade patches or service releases for its Client Applications. Any support or maintenance fees Client pays to third party software vendors will remain between the Client and the Client's vendor.

1.4 Backups; Redundancy and Disaster Recovery Services



etiCloud shall maintain data backups of all Client data related to the Client Applications and will maintain system configuration and software configuration in order to maintain system availability of all Client Applications within the limitations as described in section 4. etiCloud will conduct daily, weekly, monthly, and quarterly backups. If Client terminates its services with etiCloud, etiCloud will no longer maintain backups of Client data. etiCloud will not be responsible for any files in use at the time of these backups. etiCloud will use the following backup schedule unless contracted otherwise:

- 7 daily backups per week
- 4 weekly backups per month
- 12 Monthly Backups per Annum
- 1 Annual Backup

1.5 Representatives

At point of Order, each Party shall appoint a designated representative and liaison to serve as the primary contact person between the Parties (each, a “Representative”). The Client Representative shall deliver to etiCloud the Client Applications, answer any questions that arise concerning the Client Applications, the Client Owned Media and the Client Documentation, provide feedback to etiCloud’s Representative during the Set-Up Period, serve as the final authority to approve the Set-Up and otherwise serve as the contact person for the etiCloud Representative for any other issues that may arise. Either party may change its Representative by notifying the other party of the change in writing.

1.6 Cooperation

The Set-Up can be completed by the target date if the Client delivers to etiCloud its Client Applications required pursuant to the Set-Up Forms and responds to etiCloud’s requests in a timely manner. Upon receipt of the signed order form, the Representatives for the parties will schedule a date for an initial meeting or telephone conference to be held between the Parties, which shall be no later than seven (7) business days after that date. During the initial meeting or telephone conference, the Representatives will discuss the timetables for the completion of each phase of the Set-Up Period as developed by etiCloud so that the Set-Up can be completed by the Estimated Completion Date of the Set-Up Period. Subject to the conditions set forth herein, each party will cooperate in good faith, and use its commercially reasonable efforts, to complete each phase of the Set-Up Period within the established timetables. Each time etiCloud makes a request of Client’s Representative, etiCloud will notify Client’s Representative of the date by which the request must be fulfilled in order for the Set-Up

Period to be completed by the Estimated Completion Date of the Set-Up Period.

Client acknowledges that any delays in, (i) the transmission of the Client Applications, (ii) the deliveries that are required of Client pursuant to the Set-Up Forms or (iii) the Client’s responses to etiCloud’s requests for information or approvals, will cause the Set-Up Period not to be completed by the Estimated Completion Date of the Set-Up Period and cause additional development time added to the Set-Up Period. If additional development time is needed to the Set-Up Period as a result of any delay caused by Client pursuant to subsections (i), (ii) or (iii) above, the Hosting Services shall continue to commence upon the Effective Date and Client shall be responsible for paying to etiCloud its standard hourly rates for the additional development time or work that etiCloud performs for the Client.

2. Proprietary Rights And Use

2.1 etiCloud Materials

etiCloud will own the software to allow remote access to the Client Desktop and any installation media necessary for the Client and its Authorised Users to access the Hosting Services (“etiCloud Materials”), Anti-Virus and Anti-Malware software, etiCloud-WEB Filtering software and etiCloud-SPAM software, E-mail service and Microsoft Office.

2.2 Use of etiCloud Materials

In consideration of Client’s performance of its obligations to etiCloud expressly set forth in this Agreement, etiCloud grants to Client, and Client accepts from etiCloud, a limited non-transferable, royalty-free, non-exclusive right, for the Term of this Agreement, to use the etiCloud Materials in connection with Client’s access to the Cloud Platform solely for Client’s internal business purposes. This limited right of use is for the sole purpose of enabling Client to use and enjoy the benefit of the Services provided by etiCloud, in the manner permitted by this Agreement. Client agrees not to, and not to engage others to, copy, modify, distribute, sell, or lease any part of the Services or included software. Client further agrees not to reverse engineer or attempt to extract the source code from the software without etiCloud’s written permission. Client agrees that when a Service requires or includes downloadable software, the software may be updated automatically on Client’s device once a new version or feature is available and Client hereby authorises said updates without the need for further notice or authorization.

2.3 Client Materials



All other software applications (excluding Application Rentals), software licenses, workstation operating system licenses and documents other than the etiCloud Materials, including, without limitation, the Client Applications, the Client Owned Media and the Client Documentation, will be owned by the Client (“Client Materials”). The client can request a copy of data at reasonable notice – this service would be cost free

2.4 Use of Client Materials

In consideration of etiCloud’s performance of all obligations of this Agreement, for the Term of this Agreement, Client grants to etiCloud, and etiCloud accepts from Client, a non-exclusive, worldwide and royalty free right to copy, display, use and transmit on and via the Internet the Client Materials, solely for the benefit of Client and in accordance with etiCloud’s performance or enforcement of this Agreement.

3. Client Responsibilities

3.1 Local Networking

Under all circumstances, Client shall be responsible for all maintenance and repair of its own local network systems except for services provided by etiCloud in this agreement, including but not limited to, wiring, switches and hubs, local workstations, wireless networking access points and gateways, communication lines, routers.

3.2 LAN Security

Under all circumstances, the Client shall be responsible for the security of the Local Area Network systems, the desktop PC’s, attached devices and any Anti-Virus required to run locally within the client site.

3.3 End-User Support

Unless otherwise stated in the Order Form, the Client is responsible for troubleshooting and resolution of end-user device issues i.e. PCs, Tablets, Smartphones, the functionality of Desktop Applications and any local peripherals (printers, scanners etc.).

3.4 Minimum Requirements

- Adequate infrastructure (e.g. wiring, patch)
- etiCloud business class firewall/router (i.e. Cisco)
- Managed Gigabit switches
- 150Kbps available data bandwidth per etiCloud Cloud Platform user
- Windows 10 Operating system or newer
- Chrome browser for Management Portal and HTML

Access Portal

All minimum requirements should be met before the “Go Live” date. Any labour and/or hardware/software additions will be subject to the conditions of this agreement.

Proof of Licenses

- 3.5 At the time specified in the Set-Up Forms, Client must supply proof of all required licenses for the Client Applications, including, but not limited to, all necessary Client access licenses and serial numbers needed to support the Client Applications and copies of the Client’s license certificates and agreements for the same, including any licensing codes and/or unlocking codes. Client acknowledges that it will remain in compliance with all software licenses for the Client Applications managed by etiCloud. Client assumes responsibility for any and all changes to its local systems for the purposes of maintaining its Client Applications license compliance specifically including but not limited to, costs for removing copies of Client Software Applications which must be removed from Client owned systems in order to maintain compliance with Client’s software license agreements.

Bandwidth

- 3.6 At the time specified in the Set-Up Forms, Client agrees that it has or will acquire the necessary internet bandwidth to access and operate etiCloud’s Cloud Services. etiCloud recommends a minimum 150KB per end user of internet bandwidth.

Client Seats

- 3.7 Client Seats are designated in the Order Form and may be increased or decreased in response to changes in operating conditions for the Client upon Client’s written request to etiCloud and etiCloud’s written acceptance of such request. Any change in the number of Client Seats will be reflected in the Invoice for the next month following etiCloud’s acceptance of the request. The number of users of either Hosted Desktop or Hosted Voice/Voice Integration cannot be decreased below 90% of the initial order form quantity or 90% of the highest number of users achieved during the contract period during the agreement term whichever is the higher. At the time of renewal, the Client Seats can be modified by agreement between the client and etiCloud. Client Seats for the Cloud Platform Services cannot be transferred or used by anyone other than Authorised Users.

3.8 Authorised Users Use of Hosting Services

All Cloud Platform Services provided to Authorised Users may only be used for lawful purposes. Transmission or storage of any information, data or material in violation of any UK law is prohibited,



including, but not limited to, material protected by copyright, trade secret, or any other statute, threatening material, or obscene material. etiCloud may, from time to time, impose additional reasonable and normal restrictions on the use of the Cloud Platform Services. Authorised Users will be notified of such additional restrictions in advance if possible.

- 3.9 Additional Storage
- Additional Storage is initially designated in the Order Form and may be increased or decreased in response to changes in operating conditions. From time to time the Client may exceed the Additional Storage as designated in Schedule A. This increase in Additional Storage will be reflected in the normal monthly billing. Any change in Additional Storage will be reflected in the Invoice for the next month following Clients increase or reduction in storage usage.
- 3.10 Regulatory Compliance
- Client is responsible for compliance with any and all laws and regulations that may be applicable to the use and maintenance of the Client Applications and Client data, information, communications, records and operation of Client's business, as well as the expense of compliance with such laws and regulations. Client shall specify all such applicable laws and regulations of which etiCloud should be aware.
- 4. Managed Service**
- 4.1 LAN (Switches) – All Datacentre LAN and its configuration will be completed by etiCloud and under full change control procedure
- 4.2 Servers (Blade) –All Datacentre Servers and their configuration will be completed by etiCloud and under full change control procedure
- 4.3 Storage (SAN) - All Datacentre SAN Storage and their configuration will be completed by etiCloud and under full change control procedure
- 4.4 Control Portal for Service Provisioning
- 4.5 HTML5 Portal for Remote Desktop Access
- 4.6 Site replication and Backup - All Datacentre backup and replication systems and their configuration will be completed by etiCloud and under full change control procedure
- 4.7 Security
- a) All underlying systems
 - b) Up to OS level
- 4.8 24/7 Monitoring and Support for:
- a) All underlying systems
 - b) Up to OS level
- 4.9 All patching, Firmware and support for
- a) All underlying systems
 - b) Up to OS level
- 4.10 Fully Managed Hardware
- 4.10.1 1st/2nd & 3rd Line Support
- 4.10.2 Server and Storage hardware support, including the necessary platform patches and upgrades as advised by the Vendor. Escalation to the Vendor.
- 4.11 Fully Managed Software
- 4.11.1 2nd & 3rd Line Support
- 4.11.2 Hypervisor software support, including the necessary platform patches and upgrades as advised by the vendor. This is subject to the Customer maintaining the support contract with the vendor.
- 4.11.3 The software supported for these purposes is in the Supported Software at Appendix D.
- 5. Exclusions**
- 5.1 Patches or upgrades to –
- 5.1.1 Customer Applications
 - 5.1.2 OS upgrades, patching
- 5.2 The following are also out of scope:
- 5.2.1 Customer Service Function
- Customer service activity is defined as engaging with and supporting enquiries from participants (general public) in relation to Customer request. The request for a CR or SR must come from a nominated person who is technically competent.
- 6. Storage Capacity; Data Transfer; Server Resources.**
- 6.1 Each account is allotted storage capacity amounts on etiCloud's servers according to the plan and options selected. This storage size can be increased for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when



the purchased limit is reached thus causing Service unavailability or data loss. etiCloud shall not be responsible for such unavailability or data losses. Server resources are shared among all customers hosted on the same server(s). etiCloud configures servers, Services and storage in such a way that each customer is separated from other customers. However, due to its nature, for shared resources, server and service performance levels cannot be guaranteed.

6.2 Service Limitations

- a) **Storage Capacity.** Each client folder has their own storage limits. When the storage limit is reached on a folder, the servers will stop sending and/or receiving files or data leading to possible Service unavailability or data loss. etiCloud is not responsible for unavailability or data losses caused by any folder exceeding its storage limit.
- b) **Anti-Virus Checking.** etiCloud uses third-party, anti-virus software. This software is configured to check all inbound files. The virus-detecting heuristics of the software are regularly updated. If a virus is detected the file may be permanently deleted. etiCloud advises that end users should use up-to-date, local anti-virus software. etiCloud is not responsible for any damages due to viruses, including infection of end-user devices or lost or corrupted data.

6.3 Privacy and Confidentiality

- 6.3.1 etiCloud is committed to protect the privacy and the confidentiality of customer data as accepted by industry and best practice standards. etiCloud will not access, view or review any customer private data accessible to us (including but not limited to that contained in server files, e-mail messages, calendars, notes, contacts, memos or public folders) unless:
 - a) either the client, a government agency or regulatory body specifically requests us to do so;
 - b) when performing routine backup and restore operations, virus scan and virus removal, spam and content filtering; or
 - c) if such access, view or review is urgent and necessary to protect personal safety, perform troubleshooting, restore systems operation in the event of a server failure, remove illegal or offending (e.g. pornographic, violating our policies, etc.) content or prevent a

server failure, Service outage or other damage.

- 6.3.2 Under no other circumstances will etiCloud access client private data or share client confidential data with any third parties without prior permission, except to the extent required by law or governmental or regulatory body or necessary to render our services.
- 6.3.3 etiCloud will at all times comply with the Data Protection Act 1998 and provide certificates of compliance upon written request by the client

6.4 Data Restoration from Back-Up Request

- 6.4.1 Data restore requests initiated by the client, can be initiated through a Service Request, subject to availability of the back-up data. etiCloud performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at etiCloud's sole Discretion.
- 6.4.2 etiCloud DOES NOT MAINTAIN HISTORICAL BACK-UP COPIES FOR THE PURPOSE OF POINT IN TIME DATA RECOVERY UNLESS SPECIFICALLY AGREED TO IN A CUSTOM SERVICE ORDER.

6.5 Data Retention

- 6.5.1 While an account is active, etiCloud shall retain the client data, including but not limited to the content of private and public folders within the database, log files and backup copies. etiCloud shall not be responsible for retaining any data after account termination. All data is deleted from the servers after the account is terminated and from backups during scheduled backup rotation. etiCloud shall not restore, provide on any storage media or send out any data pertaining to terminated accounts, unless specifically noted in a customised service agreement.
- 6.5.2 Upon any termination or expiration of this Agreement for any reason, etiCloud has the right to delete all data, files or information that is stored in the Client's account at a etiCloud Host Location. Client may request their data; files or information be copied at any time. Labour rates will be paid by Client for the re-production of Client data. etiCloud will not deliver or provide access to copies of the data if Client's payments for etiCloud's services are past due and all data reproduction fees will be required in advance.



Appendix C – Support SLA

Timeframes:

Service Availability issues	Initial Response	Target Resolution Time
High	30 minutes	4 hours
Medium	1 hour	12 hours
Low	8 hours	48 hours

Change Request	Initial Response	Target Resolution Time
Service Affecting	30 minutes	As required
Non Service Affecting	8 hours	48 hours

Cloud Platform Changes	Initial Response	Target Resolution Time
New User	8 hours	48 hours
New Application Deployment or Upgrade	8 hour	5-10 working days

ANY SLA STATED EXCLUDES PLANNED MAINTENANCE



Appendix D – Supported Software

- Adobe Reader
- Eset Anti-Virus
- Cloud Platform Suite
- etiCloud Cloud Marketplace Portal
- Google Chrome
- Microsoft Exchange Server
- Microsoft IIS
- Microsoft Internet Explorer
- Microsoft Lync Client and Server
- Microsoft Office Suite
- Microsoft SQL Server
- Microsoft System Centre Operations Manager
- Microsoft System Centre Virtual Machine Manager
- Microsoft Windows Server Datacentre Edition
- ThinPrint
- VMware vSphere
- VMware Operations Manager
- VEEAM Backup and Replication
- Zerto Replication Software



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