Helix Protect – Enterprise (Backup Support Services)
Service Definition Document
<mark>Customer Name</mark>

Index

Tectrade Computers Limited – Confidential

1   Definitions

Note that definitions may appear in capital or lower case in this Service Definition document.   The definitions in the Terms and Conditions shall also apply in this Service Definition document.

Term	Definition
Backup Catalogue	The back-up catalogue detailed in Appendix A (if applicable) of this Service Definition document and further described in and further described in section 4.1, which includes the following information: • Backup time and frequency • Recovery points • Recovery time objective • Retention of backup data
Backup Success Rate	The percentage rate of successful backups to unsuccessful backups during each Quarter) as described in section 5.2.1 of this Service Definition, which will be reported to the Customer on as part of the Service Review Meeting (in accordance with section 5.3) and can be viewed by the Customer at any point through the Customer Community.
Case	Each missed or failed backup, each issue raised by the Customer in respect of the hardware or software, a Change Request and a Restore Request. Cases will be processed and managed within the stated Service Levels (section 5)
Change Management	The management of a Change Request in accordance with section 7.4 depending on the type of change requested
Change Request	Each individual request for a change to the service by either Tectrade or the Customer
Charges	The charges payable by the Customer to Tectrade for the Support Services as detailed in the Service Definition
Client	A Customer's server or workstation that is backed up as part of the service
Customer	Company Name a company incorporated in Country (company number[ ]) whose registered office is at Address
Customer Community	A web browser interface with the service which enables the creation, updating of and viewing of Cases as further described in section 4.7
Customer Systems	Any software, hardware, networks, equipment or other systems belonging to or hired by the Customer, or its Group Companies, or its licensors (apart from Tectrade) which Tectrade is required to interact with or use in any way in the course of providing the service
Data or data (lower case)	Means Customer Data as defined in the Terms and Conditions
Disaster Recovery (DR)	The unplanned recovery of data from more than one Client
Failed Backup or Unsuccessful Backup	A backup that has been attempted but where all or part of the backup processes failed to complete
Hours of Cover	As defined in section 4.2
KPI	Key Performance Indicator – metrics that show the performance of the service as detailed in section 5.3.1
Maintenance Windows	Period of downtime during which the service may be unavailable, as agreed in accordance with section 6, comprising:

	(a) planned or scheduled maintenance windows in accordance with section 6.1, and (b) unplanned maintenance windows in accordance with section 6.2; also referred to as planned or scheduled maintenance windows.
Missed Backup	A backup that was scheduled to occur but where the backup server was unable contact the Client at the scheduled time
Quarter / Quarterly	Each 3 month period commencing from the Support Services Start Date
Restore Success Rate	The percentage of successful recoveries from those logged via the Customer Community as a Restore Request in each Quarter
Restore Request	A request by the Customer to restore data
Service or service (lowercase)	The Helix Protect Enterprise Backup Support Services, being the management of Customer Backup Data by Tectrade (Customer Backup Data is defined in the Service Terms of the Framework Agreement)
Service Levels	The measurement criteria for the key elements of the service, as detailed in section 6.
Service Operations	The department within Tectrade that is responsible for the day to day delivery of the service
Successful Backup	Means that all backup processes for a Client have been completed
Tectrade	Tectrade Computers Limited company incorporated in England and Wales (company number 02589951) whose registered office is at River Court, Mill Lane, Godalming, Surrey, GU7 1EZ [or]
Tectrade Systems	Any software, hardware, equipment and/or system used by Tectrade in the provision of the service including any which is installed at the Customer's Premises or Tectrade's premises, and whether owned by Tectrade or any of its Third Party Providers, and including any Tectrade Systems but (for the avoidance of doubt) excluding any software, hardware, equipment and/or system owned by the Customer, including any of the foregoing purchased by the Customer from Tectrade
Terms and Conditions	The agreed terms and conditions as defined in [document name] signed on [date both parties have signed the document]
Third Party Tools	Any Software, hardware, equipment, tools and/or system used by Tectrade in the provision of the Services, including any which is installed at Customer Premises or Tectrade's premises, which has been developed or manufactured by a third party and/or is owned by a third party;
Unavailable Files	The files that were not able to be backed up (e.g. locked by an application)during a Successful Backup

2 Term, Customer's Premises and Charges

2.1 Term

Helix Protect		Cover	Term
Helix Protect Enterprise service		24 x7	3 yrs

Start Date for the Service   [Insert Date]

Initial Term   36 months

End Date of Initial Term   [Insert Date]

If the target start date for the service is not able to be achieved due to a delay in completion of the Professional Services then the new start date will be agreed by both parties.

Customer's Premises : <Address>

Charges for the Service:

Estimated Total Charges in the first year of the Initial Term: £[   ]

Estimated Total Charges over duration of the Initial Term (3 years):   £[   ]

Sizing information:

[Insert Sizing]

[Insert Pricing Table]

Charges will be based on the **Rates** set out in the above table

2.1.1 Invoicing / Invoice Points

The Charges will be invoiced quarterly, in arrears. Invoicing of Charges will be based on the pricing above, or if usage exceeds the stated amount then the actual quantities used at the end of each quarter, as calculated in accordance with Tectrade's records.

VAT

The Charges exclude VAT, which will be added at the prevailing UK rate

3 Incorporation of Terms and Acceptance:

The Customer acknowledges and agrees:

- that its signature of this Service Definition document constitutes acceptance of the provisions of this Service Definition, which incorporates and is subject to the Terms and Conditions;

- in the event and to the extent of any conflict or inconsistency between the provisions contained in this Service Definition document and the Terms and Conditions, the provisions contained in this Service Definition document shall take precedence;
- the provisions of this Service Definition document and the Terms and Conditions supersede any terms and conditions of any purchase order or other correspondence issued by the Customer to Tectrade in connection with the services in this Service Definition document;

	For and on behalf of the Customer	For and on behalf of Tectrade
Name		
	…………………………………………	…………………………………………
Signature		
	…………………………………………	…………………………………………
Date		
	…………………………………………	…………………………………………

4 Service

Tectrade shall deliver the services using reasonable care and skill, conforming in all material respects with the description given in this Service Definition Document.

The Customer acknowledges that it is inherent in the nature of backup that they cannot be guaranteed to be 100% successful and there can be missed or failed backups for a number of reasons which are beyond Tectrade's control, including but not limited to network failures, failures in Third Party Tools, or failures in Customer Systems. Tectrade will endeavour to resolve issues with backups before the next backup window, treat as priority repeatedly failing backups and those Clients identified as "Important" or "Critical", and to maintain over a 98% backups success rate.

4.1 Backup Catalogue

- Tectrade will manage the service going forwards against the Backup Catalogue (if defined, or as per the current configuration if not), any change to the Backup Catalogue or the current configuration will require a Change Request to be raised
- The Backup Catalogue for this service is in Appendix A (if applicable)
- Tectrade will publish the current Backup Catalogue at each of the quarterly Service Review Meetings for the Customer to review
- The Customer shall have the final determination as to which Clients are included in the Backup Catalogue
- Tectrade will produce a backup audit each Quarter detailing which Clients are currently covered by the service

4.1.1 Tectrade Responsibilities
- Manage the backup and recovery of data as per the current Backup Catalogue
- Execute the off siting of data against the agreed design
- Complete any required remedial work to allow all housekeeping tasks to complete each day before the next backup window starts

4.1.2 Customer Responsibilities
- Confirm the Backup Catalogue meets the Customer's business requirements and submit a Change Request for any elements that do not
- Review the backup audit to ensure that all expected Clients and filespaces are being backed up in the manner expected

4.2 Hours of Cover

4.2.1 Levels and times of cover for 10 x 5 service
Tectrade's 10 x 5 service is provided by Tectrade's Service Operations Team based out of the UK. Case management, Change Requests, Restore Requests and Requests for Information will be conducted during the following hours ("**Core Hours**"):

- From 08:00 to 18:00 Monday to Friday excluding:
  - New Year's Day - or next working day
  - Good Friday - Friday before Easter Day
  - Christmas Day - or next working day
  - Boxing Day – (Day following Christmas Day) – or next working day

4.2.2   24 x 7 service

Tectrade's 24 x 7 service is designed to provide a greater degree of flexibility and cover than Tectrade's 10 x 5 service.

Critical Cases and issues will continue to be managed outside of Core Hours and Change Requests can be scheduled outside of Core Hours without additional charges.

Restore Requests can be logged and completed any time 24 x 7. Please note that outside of Core Hours Restore Requests will need to be logged by telephone (0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040), or through the Customer Community, selecting Emergency.

All other Cases will be processed during Core Hours, however if the requirement for progressing a Case is urgent outside of Core Hours then the Support Services team can be contacted by phoning the service desk, (0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040), or changing the priority of the case to Emergency through the Customer Community.

Please note that currently our team includes an individual based in Asia and an individual based in South Africa. Our 24 x7 function is provided by the whole team on rota, so by accepting a 24 x 7 contract the Customer is acknowledging and accepting that data may be viewed and processed outside of the European Economic Area.

The service provided to the Customer is set out in section 2.1.

4.3   Backups

Tectrade will take a backup of the data as per the current Backup Catalogue and manage the process of securing that data offsite as agreed.

4.3.1   Backup Status Reporting

4.3.1.1   Tectrade Responsibilities
- Backup the Clients as per the Backup Catalogue

- Undertake all backup software configuration and management to ensure that Clients are backed up according to the Backup Catalogue and within the Service Levels
- Email reports to the Customer at approximately 09:00 showing the status of the backups for the previous 24 hrs
- Publish a list of Unavailable Files on a daily basis for review by the Customer
- Log (or update) a Case for each unsuccessful backup
- Investigate the cause of each unsuccessful backup
- Update the Case with progress in resolving each unsuccessful backup
- Resolve any issues caused by Tectrade Systems
- Notify the Customer of any issues caused by Customer Systems
- Maintain the Backup Success Rate within the defined Service Levels

4.3.1.2 Customer Responsibilities

- Advise of any action to be taken in the event of files being unavailable for backup
- Resolve any issues with Customer Systems that are impacting on Tectrade's ability to deliver the service
- Respond to any requested action within 7 days. The Case will be closed if the requested Customer action is not responded to within 7 days.
- Update the Case / Service Operations team with the actions taken
- If a backup or part of a backup fails due to an issue with the Customer Systems, and no action is taken to resolve the issue by the Customer within 7 days after notification from Tectrade, Tectrade may remove that backup (or part) from the service temporarily, but will reinstate it without undue delay on notification of resolution of such issue. Removed backups will be notified to the Customer prior to removal, recorded against the Backup Catalogue, and discussed as part of the Service Review Meeting
- Advise Tectrade by raising a Change Request of any change to Customer Systems that will affect the Backup Success Rate.

4.4 Access to Clients

The minimum level of access Tectrade needs to be able to deliver the basic functions of the service are set out below in sections 4.4.1 and 4.4.2:

4.4.1 WINDOWS

Tectrade needs to have individual accounts created that are a member of the both the Windows built-in group "Backup Operators" and "Remote Desktop Users". These groups will allow Tectrade personnel to back up and restore files regardless of whether they have read or write access to the files. This group has a limited set of user rights, so some functions are not available to members of the Backup Operators group.

Operating system	Account	What service functions can Tectrade provide?
Windows 2008 / 2012 (R2) / 2016	Member Backup Operators group and Remote Desktop Users group Read / write access to the Tivoli program folder or	- All file and directory objects - System state data (Backup Operators group cannot back up ASR writer data and cannot restore system state data)

	Member of Administrators Group	• Start the TSM scheduler service
Windows 2003	Member Backup Operators group and Remote Desktop Users group Read / write access to the Tivoli program folder or Member of Administrators Group	
Windows Vista or Windows 7	Member Backup Operators group and Remote Desktop Users group Read / write access to the Tivoli program folder or Member of Administrators Group	

There are tasks and types of restores (e.g. images, file shares or application) that Tectrade will not be able to do without a temporary increase in permission levels as well as other functions such as install Client code etc. In the event that Tectrade is unable to conduct a function due to lack of permissions Tectrade will request temporary access from the Customer at the required level.

4.4.2   UNIX / Linux

Tectrade needs a login account with the following sudoers file. A sudoers file is a list of authorised commands that we can run. This list is not exhaustive however at a minimum will require:

Sudoers

```
TectradeAccount        ALL      /bin/vi
TectradeAccount        ALL=(root) sudoedit /etc/inittab/*
TectradeAccount        ALL=(root) sudoedit /etc/inittab/*/etc/inittab*
TectradeAccount        ALL=(root) sudoedit /opt/tivoli/*
TectradeAccount        ALL=(root) sudoedit /usr/tivoli/*
TectradeAccount        ALL=(root) /bin/df
TectradeAccount        ALL=(root) /bin/lsdev
TectradeAccount        ALL=(root) /bin/lsattr
TectradeAccount        ALL=(root) /bin/lscfg
TectradeAccount        ALL=(root) /bin/sbin/hwinfo
TectradeAccount        ALL=(root) /bin/rpm
TectradeAccount        ALL=(root) /opt/tivoli/*
TectradeAccount        ALL=(root) /sbin/lscfg
TectradeAccount        ALL=(root) /sbin/lscfg
TectradeAccount        ALL=(root) /sbin/lsitab
TectradeAccount        ALL=(root) /sbin/mkitab
TectradeAccount        ALL=(root) /sbin/rmitab
TectradeAccount        ALL=(root) /usr/bin/dsmc
TectradeAccount        ALL=(root) /usr/tivoli/*
```

The level of access detailed above will be required for all domainns that have Clients that are being backed up.

4.4.3   Customer Responsibilities

- Provide Tectrade with the level of access as described in section 4.4.1 and 4.4.2 above to each Client to be included in the service

4.5   Restores – Business as Usual

Business as usual restores are the recovery of data from a single Client. Restores from multiple Clients will be considered Disaster Recovery (see section 7.1). If the restore is for multiple Clients please email support@tectrade.com or call 0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040

4.5.1   Tectrade Responsibilities

- To conduct all tasks to complete the restore excluding those required to Customer Systems
- Confirm that the Restore Request has been received and any additional required information is clarified
- Confirm the versions of data available for recovery
- Supply the restore prerequisites to the Customer and confirm they have been met
- Start working on recovering the data within the Service Levels
- Update on the progress of the restore
- Confirm that the restore has completed

4.5.2   Customer Responsibilities

- Submit the following information via the Customer Community to request a restore
    - The asset name (this is the DNS server name)
    - The priority (Normal or Emergency)
    - The type of restore
        - File
        - Application
        - Volume
        - Server
    - The point in time the restore is to made from
    - The source location of the data (where was it backed up from)
    - The destination location of the restore
- Confirm that the restore pre-requisites are in place
- If system state or root directory restore is required then the Customer is to ensure the recovery Client is the same hardware configuration and operating system patch level as the Client to be recovered, see restore pre-requisites
- Provide any Customer System configuration or administration required
- Provide verification from the Primary or Alternate Technical contact that the data is fully recovered
- Advise of any Customer System specific order of recovery required prior to the restore starting

4.6   Tape Handling

Tectrade will liaise with the Customer's tape holding company to request the back-up tapes and inform them of tapes being returned. It is the Customer's responsibility to physically eject and input the required back-up tapes into the library. Tectrade will be responsible for all communication and administration of the Tectrade Systems through the tape movement process.

4.6.1   Tectrade Responsibilities

- Identify the media to be taken offsite
- Inform the Customer's tape holding company of the tapes to be collected each visit
- Inform the Customer's tape handling company of the tapes to be returned for the next visit
- Conduct all operations of the Tectrade systems so that the tapes are available in the Input / Output slot of the door for collection

4.6.2   Customer Responsibilities

- Follow the procedures provided for inputting and removing the tapes from the library as instructed.

4.7   The Customer Community

The Customer's primary interface with the service is via the Customer Community. However, the Customer may contact Tectrade by email at support@tectrade.com or call 0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040.

The Customer Community can be accessed via www.tectrade.com. The username and password, provided by Tectrade, will be required for access.

The Customer Community is used to allow the Customer to:
- Interact with Tectrade and the Customer Community
- Access the interactive reporting console
- View, edit and contribute to:
    o Cases
    o Projects
    o Maintenance / Asset management
    o Forums and Knowledge base
    o Community Groups

4.7.1   Tectrade Responsibilities

- Publish Case history to the Customer Community

4.7.2   Customer Responsibilities

- Log all Cases via the Customer Community or by contacting Tectrade using the email and telephone details set out above.

5   Service Levels, KPIs and Reviews

Tectrade will use reasonable endeavours to manage all Cases through to completion in an efficient and proactive manner, and in accordance with the following Service Levels:

5.1 Service Levels

The following table outlines the Service Levels that exist between Tectrade and the Customer which Tectrade shall comply with:

Description	Backup Success Rate	Restore Request		Customer Raised Case other than a Restore Request or Change Request		Change Request	
Service Level	Backup Success (%)	Response Time (hr)		Response Time (hr)		Approved within Time (hr)	
	98%*	Emergency	1	Emergency	1	Emergency	4
		Normal	4	Normal	4	Normal	48
Service Credit**	5% If below 98%	2% Per Service Level breach		1% Per Service Level breach		2% Per Service Level breach	

* - Does not include issues caused defined in section 5.3.2
** - Of quarterly Charges

The Customer acknowledges that Cases that require attention outside of Core Hours (as set out in section 4.2) must be raised by telephone (0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040). Alternatively the case/request will be processed during Core Hours.

Without prejudice to its obligations above, Tectrade will use reasonable endeavours to resolve and complete each Case in a timely manner.

5.2 Service Credits

The Service Credits will be worked out as a percentage of the Quarterly value of the Charges for service provided pursuant to this Service Definition document (which, as the Charges are Quarterly shall be 1/4 of such Charges as applicable for the Year in which the Quarter falls). Service Credits will be paid in the form of a credit note.

5.2.1 Backup Success Rate

This is measured against the percentage success rate across the whole estate over a Quarter. A Successful Backup is a backup that is reported as a success by the backup application and it does not include any backup failures due to causes detailed in section 5.3.2

Example Backup Success Rate

- 1000 scheduled backup jobs
- 20 Missed Backups
    - o 5 due to Customer Systems

- 20 Failed Backups
  - 16 due to Customer Systems
- 960 Successful Backups

1000 -5 -16 (Customer Systems)= 979

960/979x100=**98.05%** Backup Success Rate

5.2.2   Restore Request

A 2% Service Credit will be issued to the Customer for each Restore Request that has not been responded to by Tectrade within the required Service Level response time

5.2.3   Customer Raised Case

A 1% Service Credit will be issued to the Customer for each Case raised by the Customer (other than a Restore Request or Change Request) that has not been responded to by Tectrade within the required Service Level response time

5.2.4   Change Request

A 2% Service Credit will be issued to the Customer for each Change Request that has been properly submitted and that has not been approved by Tectrade within the required Service Level response time

5.3   Service Review Meetings

A Quarterly review meeting will be conducted by Tectrade either remotely via a web collaboration tool or at the Customer's Premises ("**Service Review Meeting**"). The Service Review Meeting will cover:
- Report and discuss the KPIs
- Service utilisation (actual versus estimated growth)
- Capacity or performance upgrade requirements required to allow for the continued delivery of the service
- Confirmation of any changes to the authorised users

5.3.1   KPIs

The following KPIs will be used to measure the performance of the service and shall be reported and discussed during the Service Review Meeting:

- Backup Success Rate
- Restore Success Rate
- Service Level breaches and Service Credits

5.3.1.1   Tectrade Responsibilities

- Report on the KPIs for the service at the Service Review Meetings
- Schedule the Service Review Meetings
- Produce the Service Review Meeting documentation

5.3.1.2   Customer Responsibilities

- The Customer's primary technical and primary escalation contact shall attend the Service Review Meetings on the dates arranged

- o If a Service Review Meeting is rescheduled by the Customer more than once then Tectrade reserves the right to cancel it until the next Quarter's Service Review Meeting is due.
- Advise of any known changes that may affect the service

5.3.2 Exclusions to Service Levels , Service Credits and KPIs

Failures to meet the Service Levels and/or KPIs demonstrated by Tectrade to be caused by the conditions described below will not be considered in the calculation of Service Levels, KPIs or Service Credits:

- Scheduled Maintenance Windows
- Issues due to Customer Systems running at a vendor unsupported level
- Any event outside of Tectrade's control, including but not limited to:
  - Periods of emergency maintenance activities for hardware and software
  - Failure, issues or instability caused by the Customer Systems
  - Non-performance by the Customer of the Customer's responsibilities detailed in this Service Definition document
  - Non-provision of capacity in the Customer Systems as per Tectrade's recommendations
  - Lack of availability or untimely responses from the Customer to cases that require the Customer's participation to resolve
  - Failure of the Customer to notify Tectrade of any changes to the Customer Systems that impact the service
  - Unavailability of data, folders and files on Clients during the backup window
  - Backup or Restores cancelled by the Customer
  - When DR is invoked the SLAs for backup and response will be suspended until the period of DR is completed (a time agreed between both parties).
  - Repair or attempted repair of the Tectrade Systems by the Customer or any third party not approved in writing by Tectrade
  - Customer directed activities that impact the service, malicious attacks and natural disasters
  - Defects in or malfunction or failure of Third Party Tools

5.3.3 Customer Systems and Tectrade Systems

Customer Systems	Tectrade Systems
Any software, hardware, networks, equipment or other systems belonging to or hired by the Customer, or its Group Companies, or its licensors (apart from Tectrade) which Tectrade is required to interact with or use in any way in the course of providing the service.	Any software, hardware, equipment and/or system used by Tectrade in the provision of the service including any which is installed at the Customer's Premises or Tectrade's premises, and whether owned by Tectrade or any of its Third Party Providers, and including any Tectrade Systems but (for the avoidance of doubt) excluding any software, hardware, equipment and/or system owned by the Customer, including any of the foregoing purchased by the Customer from Tectrade

5.3.3.1 Tectrade Systems on Customer Premises

- Cloud connector software used for monitoring and alerting on the backup environment
  - Collector is installed onto each backup management server or dedicated server connecting to multiple management Servers

- [where backup software is included with the service] The Spectrum Protect Suite software, licensed on a per TB basis on primary backup data stored. Allowing the use of the following Spectrum Protect components (at Tectrade's discretion):
  - IBM Spectrum Protect Extended Edition
  - IBM Spectrum Protect for Databases
  - IBM Spectrum Protect for Mail
  - IBM Spectrum Protect for Enterprise Resource Planning
  - IBM Spectrum Protect for Storage Area Networks
  - IBM Spectrum Protect for Space Management
  - IBM Spectrum Protect Snapshot
  - IBM Spectrum Protect for Virtual Environments
  - IBM Spectrum Protect Plus
- [details of cloud storage (e.g. Azure, IBM Bluemix)]
- [Any hardware included as infrastructure as a service]
- [Detail any other Tectrade Systems on Customer Premises]

5.3.3.1 Customers Responsibilities with Customer Systems

- Resolve any issues with Customer Systems that are impacting on Tectrade's ability to deliver the service
- Provide sufficient capacity and throughput in Customer Systems to allow for the provision of our service, as recommended by Tectrade
- Maintain and manage Customer Systems
- Advise Tectrade via a Change Request of any change to Customer Systems

6 Maintenance Windows

6.1 Planned Maintenance Windows

- Tectrade will agree with the Customer when the standard maintenance Windows will regularly be scheduled
- The standard Maintenance Windows are:
  - 2 hour window per month
  - 4 hour window per quarter
- The service will be unable to backup or recover data during this time
- Patches and upgrades will be conducted during the Maintenance Windows
- Maintenance that is likely to extend beyond the Maintenance Window will be agreed and scheduled with the Customer outside of the standard Maintenance Windows

6.1.1 Tectrade Responsibilities

- Advise the Customer of any change that may affect the Customer Systems or the availability of the service
- Schedule and agree the Maintenance Windows
- Complete the planned work within the Maintenance Window

6.1.2 Customer Responsibilities

- Manage all Customer communication, Change Management and planning to allow the downtime within the Maintenance Window
- Conduct any agreed associated work with Customer Systems as required

6.2 Unplanned Maintenance Windows

- Issues with the Tectrade Systems may require a fix that cannot wait until the planned Maintenance Window
- Tectrade will inform the Customer of the length of the window and the justification for the downtime and will agree an unplanned Maintenance Window with the Customer

6.2.1 Tectrade Responsibilities

- Inform the Customer of the estimated duration and reason for the unplanned Maintenance Window
- Complete the planned work within the unplanned Maintenance Window that has been agreed with the Customer

6.2.2 Customer Responsibilities

- Manage all Customer communication, Change Management and planning to allow the downtime within the unplanned Maintenance Window that has been agreed with Tectrade
- Conduct any agreed associated work with Customer Systems as required

7 Changes to the service

- The following options are available for change requests which will affect the Service Levels
  - **Normal** - The default change request level for improvements or upgrades
  - **Emergency** – To be used only if the absence of change will cause severe operational or financial impact to the Customer
- Tectrade reserve the right to adjust the priority of a logged Change Request to match the options above
- All Change Requests must be submitted via the Customer Community
- Tectrade will perform all Change Requests without undue delay, and will not be entitled to reject or object to a Change Request unless Tectrade can show that this is reasonable.
- All Change Requests within the scope of this Service Definition document will be performed without any additional charge

7.1 Adding and removing Clients

- It is the Customer's responsibility to advise Tectrade of any new Client(s) to be added to the service
- Tectrade is unaware of any new Clients and therefore cannot protect new Clients without a Change Request being raised
- The Customer acknowledges that it must take extra care to advise Tectrade of servers being created or deleted in a virtual server estate
- The configuration of Clients to backup is included during the Hours of Cover

7.1.1 Tectrade Responsibilities

- Approve the Change Request within the Service Level
- Agree a schedule of change
- Provide the Client pre-requisites and install the Client software
- Configure the Client to backup within the Backup Catalogue

7.1.2 Customer Responsibilities

- Raise a Change Request via the Customer Community for any addition or removal of a Client
- Install the base software as part of the server build or image or provide Tectrade with access to the Client to allow Tectrade to install the software
- Conduct and manage all the Change Management to allow the software to be installed and configured
- Provide any rebooting or Customer System configuration required to enable the configuration of the backups

7.2 Changing the Backup Catalogue

7.2.1 Tectrade Responsibilities

- Review the request and ascertain what impact the Change Request to the Backup Catalogue will have commercially
- Discuss and agree any commercial changes with the Customer
- Publish the new, agreed, Backup Catalogue
- Update the environment to reflect the new Backup Catalogue and confirm to the Customer that the Change Request to the Backup Catalogue has been completed

7.2.2 Customer Responsibilities
- Log the Change Request via the Customer Community
- Discuss and agree any commercial changes required

7.3 Changing the authorised users of the service

Only authorised users will be able to log or update Cases or Change Requests or make changes to the service.

7.3.1 Tectrade Responsibilities
- Maintain a list of authorised users
- Update the users following a Change Request

7.3.2 Customer Responsibilities
- Log the Change Request via the Customer Community

All other changes than those listed above will be considered as a separate chargeable project.

7.4 Customer Change Management

7.4.1 Changes that require Customer Change Management

Any change that impacts a Customer System must be submitted for approval by the Customer in accordance with the procedure set out in the table below, prior to the change being made and any changes that are not listed in the table below must be discussed and agreed with the Customer's Primary Technical or Primary Escalation contact and the correct procedure agreed prior to any change being made ("**Change Management**")..

7.4.1.1 Key
- Major / Formal Change – Change Request Logged on via the Customer Community
- Informal - change logged in a Case that is not a Change Request
- Customer Approval – the Customer's written approval has been noted in the Change Request or Case (e.g. by email or Customer Change Request system approval)
- L1, L2 and L3 equate to the seniority levels of the technical resource providing the service:
  - L1 – Service Desk Analyst
  - L2 – Senior Service Desk Analyst or Service Operations Analyst
  - L3 – Senior Service Operations Analyst or Service Operations Specialist (or management)
  - Peer – Someone of the same level of seniority

7.4.1.2 Low Risk Changes

Change	Change Type	Customer Approval Required before Change	Level of Approval	Level of Verification of Change
Update housekeeping schedule - Reclamation	Formal	No	L2 +	Peer
Update housekeeping schedule - Migration	Formal	No	L2 +	Peer
Update housekeeping schedule - Expiration	Formal	No	L2 +	Peer
Update housekeeping schedule - De-Dupe Processes	Formal	No	L2 +	Peer
Restart TSM Scheduler service	Informal	No	None	None
Reset Drive	Informal	No	None	None

7.4.1.3 Standard Changes

Change	Change Type	Customer Approval Required before Change	Level of Approval	Level of Verification of Change
Change schedule	Formal	Yes	L2 +	L2 +
Add client to schedule	Formal	Yes	L2 +	Peer
Remove client from schedule	Formal	Yes	L2 +	L2 +
Change policy domain	Major	Yes	L3 +	L3 +
Change management class	Major	Yes	L3 +	L3 +
Change copygroup	Major	Yes	L3 +	L3 +
Update housekeeping schedule - Node Replication	Formal	Yes	L2 +	L2 +
Update housekeeping schedule - Copy Pool creation	Formal	Yes	L2 +	L2 +
Update housekeeping schedule - TSM DB Backup	Formal	Yes	L2 +	L2 +
Restart TSM Server	Informal	Yes	L2 +	Peer
Restart Tape Library	Informal	Yes	L2 +	Peer
Install Client	Formal	Yes	L2 +	L2 +
Backup Activation	Formal	Yes	L2 +	L2 +
Modify existing backup job	Formal	Yes	L2 +	L2 +
Delete node data	Formal	Yes	L3 +	L3 +
Upgrade TSM Server	Major	Yes	L3 +	L3 +
Upgrade Client (patch)	Formal	Yes	L2 +	L2 +
Upgrade Client (release version)	Formal	Yes	L2 +	L2 +
Change to the Backup Catalogue	Major	Yes	L3 +	L3 +

7.4.1.4 Tectrade Responsibilities

- Raise a Change Request for any change to the Customer Systems or Tectrade Systems
- Ensure that Customer approval is obtained before making any change to the Customer Systems or to the Tectrade Systems specified in the table above.

7.4.1.5 Customer Responsibilities

- The Customer's Primary or Alternate Technical Contact will be responsible for submitting and manage Change Requests in accordance with the Change Management procedures to enable the requested changes to happen

7.4.2 Notifying Tectrade of a Change to Customer Systems

If a there is a known change that will affect Tectrade Systems then the Customer is required to log this as a Change Request via the Customer Community.

7.4.2.1 Tectrade Responsibilities

- Ensure that the effect of the change is recorded and applied to any affected cases or Service Level

7.4.2.2 Customer Responsibilities

- Log a Change Request via the Customer Community to notify Tectrade of any Change to Customer Systems that will impact on Tectrade's ability to provide the service.

8   Service Continuity and Disaster Recovery

8.1   Disaster Recovery

Disaster Recovery is the unplanned restoration of data from more than one Client. Requests for restores from multiple Clients should be sent by email (support@tectrade.com) or phone (0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040).

- All Disaster Recovery tasks on Tectrade Systems performed within the Hours of Cover are included as part of the service
- Multiple restores in a Disaster Recovery situation will often extend outside of the 10 x 5 service hours of cover (section 4.2). Tectrade will continue to perform Disaster Recovery out of hours as required however this will incur an additional charge.
- If Tectrade need to administer 2 sites following a Disaster Recovery (the primary and the DR site) then additional out of contract charges will be incurred. These will be discussed and agreed between Tectrade and the Customer before any additional charges are incurred.

8.1.1   Tectrade Responsibilities
- Provide all configuration of the Tectrade Systems
- Provide all installation and configuration of the backup software
- If the Tectrade Systems are replaced with a Disaster Recovery infrastructure by the Customer then Tectrade will be responsible for the configuration of those systems. Restore all data requested in the order defined by the Customer
- Provide the recovery pre-requisites for all types of restores

8.1.2   Customer Responsibilities
- Complete the recovery pre-requisites
- If system state or root directory restore is required then the Customer is to ensure the recovery Client is the same hardware configuration and operating system patch level as the Client to be recovered, see restore pre-requisites
- Provide any replacement infrastructure (for Tectrade Systems) as agreed
- Provide all onsite connectivity and installation of replacement equipment, including configuration of remote access to the Systems to allow Tectrade to configure the replacement Tectrade Systems
- Provide all configuration and administration of Customer Systems
- Maintain and publish to Tectrade a recovery list, which captures the order of recovery

8.2   Service Continuity

8.2.1   Tectrade systems
The Tectrade Systems have been designed with redundancy factored in; however there are elements of single point of failure that cannot be avoided.

In the event of a Tectrade System failure, which disrupts the service, then Tectrade will use best endeavours to return the service to full operation before the next backup window starts.

Unless otherwise agreed then all the Tectrade Systems have 24 x 7 x 4hr response maintenance plans covering them.

8.2.1.1 Tectrade Responsibilities

- Maintain, upgrade and monitor all of the Tectrade Systems
- Resolve any hardware or software issues, with the Tectrade Systems, to resume service before the next backup window

8.2.1.2 Customer Responsibilities

- Allow access for Tectrade Representatives to the equipment onsite
- Provide any issue determination and resolution work on Customer Systems

8.2.2 Customer Systems

8.2.2.1 Tectrade Responsibilities

- Advise the Primary Escalation Contact of any issues with the Customer Systems that Tectrade has detected as causing issues with the delivery of the service

8.2.2.2 Customer Responsibilities

- Monitor the Customer Systems and alert to any issues that could affect the service
- Promptly resolve any issues with the Customer Systems
- Maintain Customer Systems under a support / warranty agreement
- Advise Tectrade of any planned or unplanned downtime to the Customer Systems via a Change Request via the Customer Community
- Conduct patch, firmware and version upgrades as required to maintain support of the Customer Systems
- Advise Tectrade of any issues which could affect the service by raising a Case via the Customer Community

9 Compliance and Testing

9.1 Disaster Recovery (DR) Testing

The recovery infrastructure will either be (as agreed with the Customer):
- Tectrade Systems permanently hosted on the Disaster Recovery site; or
- Provided by the Customer as part of a Disaster Recovery contract with an external provider that meets the minimum requirements provided

Tectrade will provide up to 16 hours per annum to assist the Customer with Disaster Recovery Testing. If more than 16hrs are required then additional time can be provided at additional charges.

9.1.1 Deducted from the allocated hours for DR testing
- Configuring Tectrade Systems (or Customer Systems used for the Disaster Recovery testing
- Restores requested as part of a DR test
- Any time lost due to Customer Systems not being available
- Any documentation requested to be produced or updated

9.1.2 Tectrade Responsibilities
- Provide up to 16 hours of services to configure the infrastructure for recovery within the Hours of Cover
- Conduct all data restore tasks from Tectrade Systems within the contracted hours (section 4.2)

9.1.3 Customer Responsibilities
- Book, schedule and manage the Disaster Recovery test
- Provide the agreed recovery infrastructure and Customer Systems
- Provide Tectrade access to the recovery infrastructure from a remote location to enable Tectrade to administer the restores
- Provide any Customer System configuration or administration required
- The Customer acknowledges that data replication between sites will need to be paused during a DR test.

9.2 Compliance reporting

- Tectrade operates across many industry verticals and sector types and consequently the compliance requirements of its customers differs dramatically
- Tectrade will understand and agree to the compliance requirements of the Customer during the design and sales engagement. Without this agreement no compliance reporting is included in the service and will need to be added by the Customer by logging a Change Request.
- The charges of delivering agreed compliance requirements will be included in the Charges of the service
- Any additional requirements during the course of the Contract will reviewed and quoted for as they are raised via a Change Request

9.3 Recovery Time Objective Testing

Tectrade will conduct an RTO test, once per year, for up to 5 servers. The results will be reported and reviewed in the next Service Review Meeting. The aim of this testing is to establish the speed of restore, (data throughput from Tectrade Systems). The recovery can be on to replacement hardware provided by the Customer or to the original Client.

The testing will occur on a single site, if there is more than one site that has Tectrade Systems installed then it will be agreed with the Customer as to which site is preferred for the testing.

9.3.1 Tectrade Responsibilities
- Start the recovery of up to 5 servers and measure the restore performance in GB/hr
- Review the restore performance against the RTO in the Backup Catalogue if applicable
- Review the results in the next Service Review Meeting

9.3.2 Customer Responsibilities
- Choose up to 5 Clients for the recovery testing
- Provide all required Customer System configuration and administration
- Allow access to the site and systems as required
- The Customer acknowledges that any data replication between sites will need to be paused during a RTO test

10 Exit

10.1 On termination of the Services Agreement, howsoever arising, the following provisions shall apply, subject to paragraphs 2 and 3 of this Exit Schedule:

10.2 Subject to paragraph 10.3 below, the Customer's right to receive the Services shall cease automatically, the Customer's (and all Users') rights to use software or any part of it which is provided as part of the services shall immediately cease and the Customer shall destroy or delete all copies of such software or return all such copies of the software to Tectrade;

10.3 Where a Service that includes Customer Backup Data residing on Tectrade Systems terminates: (i) the Customer is entitled to a period of 28 days from the effective date of termination within which to arrange for any copies that it requires of any Customer Backup Data that resides on Tectrade Systems to be made and transferred to its alternative system. The Customer is solely responsible for ensuring that it has taken all copies of Customer Backup Data that it requires during this time; (ii) the Customer is entitled to retain any tape media containing Customer Backup Data.

10.4 Where the Contract terminates, the Customer shall immediately provide Tectrade and its Representatives with full, safe and uninterrupted access to any Customer Premises where Tectrade Systems are stored and to any of its systems and materials (to the extent relevant), for

the purposes of allowing decommissioning and removal of the Tectrade Systems by Tectrade or its Representatives. The Customer shall not be entitled to deny Tectrade or its Representatives such access by reason of any dispute. However, where paragraph 1.2 applies, the Customer does not have to provide such access to Tectrade or its Representatives until expiry of 28 days from the effective date of termination. Tectrade shall use reasonable endeavours to remove all Tectrade Systems from any premises of the Customer within 14 days of the date from which the Customer has provided Tectrade (or its Representatives) all necessary access as required under this paragraph.

10.5 On request, and subject to an agreement between the parties of a Contract to cover the agreed services, Tectrade shall provide transition assistance to assist the Customer to transfer to a new service provider or provide other assistance upon termination. Any such services shall be provided at additional cost at Tectrade's prevailing daily rates.

10.6 The following options could apply on termination (apart from on termination by the Customer for Tectrade insolvency), though both parties acknowledge that the terms and conditions in this paragraph 2 are not binding on either party: (i) If the Customer wants to continue using the hardware and software that comprise the Tectrade Systems but not use any Tectrade services, then:

- Where Tectrade cannot resell the software, the Customer will have to purchase its own software licences from the manufacturer. If requested, Tectrade will negotiate on behalf of the Customer on an open book basis to be agreed between the parties;

- In respect of the hardware, the Customer could continue to use the hardware at an agreed rental or make an offer to purchase the hardware outright.

11 Contact and Escalation Information

The following contacts should be contacted if escalation is required:

- Tectrade's Service Desk Team, 0 (+44) 845 0060 999, 0 (+44) 1483 521 911, 0 (+1) 877 742 0040, (servicedesk@tectrade.com)
- Tectrade's Service Desk Manager, (Catherine Murphy) 07875677720, (catherine.murphy@tectrade.com)
- Tectrade's Services Manager (Ryan Cardy), 07967 312945, (ryan.cardy@tectrade.com)
- Customer's Account Manager – (Details to be provided)

Appendix A – Backup Catalogue:

[Insert Backup Catalogue – or delete Appendix if there is not one in place]