



Managed Cloud for UKCLOUD Services Schedule

This Managed Cloud for UKCloud Services Schedule (“**Managed Cloud for UKCloud Services Schedule**”) provides additional terms and conditions under which Client has elected to purchase Managed Cloud for UKCloud Services from Datapipe as more particularly defined in the Order Form(s). The SLA governing the Managed Cloud for UKCloud Services is set forth as Exhibit “A” to this Managed Cloud for UKCloud Services Schedule.

ADDITIONAL TERMS AND CONDITIONS:

1. DEFINITIONS.

“**UKCloud Usage Fee**” means the fee incurred by Client during the previous calendar month in connection with its utilization of the UKCloud Services.

“**Managed Cloud for UKCloud Services Fee**” means the fee determined and invoiced monthly in arrears in accordance with the pricing table, and shall be calculated based on the total monthly UKCloud Usage Fee.

“**Minimum Managed Cloud for UKCloud Services Fee**” means the minimum Monthly Recurring Fee for Managed Cloud for UKCloud Services in any given month as set forth in the Order Form, regardless of the actual Managed Cloud for UKCloud Services usage by Client.

2. SUSPENSION.

Datapipe, in addition to its suspension rights described in the Framework Agreement also reserves the right to immediately suspend the provision of the Services without liability, if (a) Datapipe receives notice from UKCloud of a violation of the UKCloud Policies by virtue of Client’s use of the UKCloud Services; (b) UKCloud terminates the UKCloud Services for Client or Datapipe; or (c) a payment for UKCloud Services is overdue by more than 5 days and not being properly disputed pursuant to the payment terms of the Framework Agreement. Client acknowledges that the UKCloud Policies are legal obligations of both Datapipe and Client, that the UKCloud Policies are subject to change without notice, and that violations of the UKCloud Policies may result in Client’s access to the UKCloud Services being suspended as a result of the actions of Client or Third Parties. Datapipe will make commercially reasonable efforts, circumstances permitting, to provide Client with written notice of any such suspension or termination. Datapipe shall have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Client may incur as a result of any such suspension, provided the basis of such suspension is not solely as a result of the actions or inactions of Datapipe.

3. PAYMENT AND PAYMENT TERMS – FEES.

In addition to the terms provided in the Framework Agreement, all fees for UKCloud Services shall be billed to Client via invoice in arrears for the previous calendar month and shall be due as of the due date specified on the invoice.

4. DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES.

In addition to the terms provided in the Framework Agreement, Datapipe does not guarantee the integrity of data stored or transmitted via the UKCloud Services. Datapipe shall not be liable for the inadvertent disclosure of, or corruption or erasure of data transmitted or received or stored via the UKCloud Services.

5. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, CONTENT OR BUSINESS INFORMATION, LOSS OF TECHNOLOGY, RIGHTS OR SERVICE, ANTICIPATED OR LOST REVENUE OR SAVINGS, LOSS OF CUSTOMERS OR CLIENTS, LOST PROFITS, LOST GOODWILL, LOST BUSINESS OR REPLACEMENT GOODS OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT OR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY SUCH PARTY’S USE OF REASONABLE PRECAUTIONS OR DILIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR BREACH OF WARRANTIES.

UNLESS OTHERWISE SPECIFIED IN THE CALL OFF AGREEMENT, THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY OR ITS SUPPLIERS, CONTRACTORS AND SUBCONTRACTORS ARISING OUT OF OR RELATING TO THE SERVICES FOR ANY REASON WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY PERFORMANCE OR NON-PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE GREATER OF THE FOLLOWING:

- THE PRODUCT OBTAINED BY MULTIPLYING SIX (6) TIMES THE INITIAL MONTHLY SERVICE FEE PAYABLE (WHETHER PAID OR PAYABLE) BY CLIENT TO DATAPIPE; OR
- THE TOTAL AMOUNT PAID BY CLIENT TO DATAPIPE UNDER THE CALL OFF AGREEMENT DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

THE ABOVE LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHEN THE CLAIM OR CLAIMS GIVING RISE TO SUCH LIABILITY OR LIABILITIES SHOULD OCCUR. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THE CALL OFF AGREEMENT. RATHER, THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO ITS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT TO DATAPIPE UNDER THE CALL OFF AGREEMENT DURING THE THREE (3) YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM;

DESPITE ANY LIMITATIONS SET FORTH IN THIS SECTION, CLIENT SHALL BE LIABLE FOR ALL SUMS DUE OR PAYABLE UNDER THE CALL OFF AGREEMENT FOR THE SERVICE PROVIDED, REGARDLESS OF AMOUNT, TOGETHER WITH ANY ADDITIONAL FEES, ATTORNEY FEES AND/OR COSTS THAT MAY BE INCURRED BY DATAPIPE.

6. UKCLOUD TERMS.

In addition to its obligations under the Framework Agreement, Client agrees to comply with the UKCloud Policies as though Client was a direct customer of UKCloud. No free trials or other pricing promotions that may be offered from time to time by UKCloud shall apply to any fees specified and this Managed Cloud for UKCloud Services Schedule unless same is confirmed in writing by Datapipe.

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1. INCIDENT MANAGEMENT.

1.1. MANAGED CLOUD FOR UKCLOUD SEVERITY LEVEL DEFINITIONS

"**Severity Level 1**" means the total lack of availability of the UKCloud Services such that Client cannot continue its business due to the severity of the outage.

"**Severity Level 2**" means a material degradation of availability of the UKCloud Services such that Client can continue operating its business, but in a negatively impacted and degraded mode or any other support request not meeting the definition of Severity Level 1 or Immediate Support Request.

"**Immediate Support Request**" means a ticket created by Client in the Client Portal with respect to a Severity Level 1 or Severity Level 2 event, which ticket creation is followed by Client initiating and participating in a telephone conversation with Datapipe Support with respect to that ticket.

1.2. COMMUNICATION DURING INCIDENT MANAGEMENT.

Communication is a key element in reporting and resolving service incidents. Unless otherwise noted, Datapipe and Client will communicate via the Client Portal during the incident management process. All communications shall include:

- Support ticket reference number
- Time and date of transaction in question
- Description of incident
- List of actions taken to verify and isolate the problem

1.3. OPENING/REPORTING AN INCIDENT.

Datapipe will send Client a notification in accordance with the Client's Solution Escalation Action Plan (SEAP), advising that the UKCloud Services are unavailable. Regardless of whether Datapipe or Client reported the incident, Client cooperation and responsiveness is often required in order for Datapipe to effectively resolve incidents. As such, Client agrees that both Parties will be responsible for tracking the ticket for the incident, and Client shall assist Datapipe as may be reasonably requested until such time as the incident is resolved.

1.4. WORKING THE INCIDENT.

Once an incident has been reported (either by Client or Datapipe) and a support ticket created, Datapipe and Client will work together to address the incident. This process involves:

- An initial response to the incident report
- Status updates
- Escalation
- Communication and resolution times for working the incident

1.4.1. Initial Response.

Upon receiving the notification for an opened incident, Datapipe will respond to Client via the Client Portal. Response intervals vary depending on incident severity, as indicated in Section 3, "Datapipe Performance Standards."

1.4.2. Status Updates.

Update intervals will vary depending on the incident severity as indicated in Section 3. While an Immediate Support Request, Severity Level 1 Event, or Severity Level 2 Event is being resolved, Datapipe will send periodic resolution updates.

2. DATAPIPE PERFORMANCE STANDARDS.

Datapipe shall provide responses and updates to Support Requests as follows (the "**Incident Management Service Level**"):

Event Type	Description	Datapipe Performance Standard
<i>Severity Level 1 Event</i>	Initial response to event reported by Datapipe's monitoring system or Client	10 minutes
	Datapipe will start to work on the resolution	10 minutes
	Status update	Every 60 minutes
<i>Severity Level 2 Event</i>	Initial response to event reported by the monitoring system or Client	10 minutes
	Datapipe will start to work on the resolution	30 minutes
	Status update	Every 2 hours
<i>Immediate Support Request</i>	Initial response	5 minutes
	Datapipe will start to work on the resolution	5 minutes
	Status update	Every 60 minutes
<i>UKCLOUD-initiated scheduled maintenance or outage</i>	Notification via e-mail	No more than 24 hours from UKCLOUD notification to Datapipe
<i>UKCLOUD unplanned outage</i>	Incident report via e-mail	Within 48 hours of incident

2.1. CREDITS.

If Datapipe fails to meet the Incident Management Service Level in any given calendar month ("**Incident Management Failure**"), Datapipe will credit Client in accordance with the following schedule (the "**Standard Service Credit for Incident Management**"):

Monthly Cumulative Incident Management Failures	Service Credits (% of Monthly Managed Cloud for UKCLOUD Services Fee)
3-5	5%
6-10	15%
11+	50%

**Based on a 30-day billing cycle.*

In no event shall any single ticket result in more than one Incident Management Failure, for purposes of calculating Client credits pursuant to this Section 2.1.

3. UKCLOUD SLA

Client's sole and exclusive remedy in connection with its use of and/or any failure of the UKCloud Services under this Managed Cloud for UKCloud Services Schedule shall be pursuant to and as limited by the UKCloud SLA. Upon written request, Datapipe will assist Client as may be reasonably required in asserting an SLA credit claim with UKCloud.

4. EXCEPTIONS TO THE CREDIT PROCESS:

A credit will not be issued due to:

- The acts or omissions of Client, its employees, agents, third-party contractors or vendors, or anyone gaining access to the Services at the request of Client;
- A Force Majeure Event; or
- Any suspension of Services pursuant to the Framework Agreement.

5. LIMITED REMEDY AND MAXIMUM CREDITS AVAILABLE.

The sole and exclusive remedy for an Incident Management Failure shall be the receipt of service credits as provided in Section 2.1 above. In addition, the total aggregate credit available to Client in any calendar month for an Incident Management Failure shall not exceed the Managed Cloud for UKCloud Services Fee for such calendar month.

[END OF EXHIBIT A]