



Service Document for Cloud, IT and Data Centre Services v4.5



Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
4.4	23/08/2023	Initial document creation. Aligned to Exponential-e service portfolio July 2023 and Exponential-e service document v4.4. Version numbering is to align to Exponential-e version – no early Vysiion versions exist.
4.5	03/05/2024	Amendment to Server Replication charging provisions

1. Document Purpose

This document describes Vysiion's Cloud & IT and Data Centre Services portfolio, their service level agreements and the service-specific terms and conditions that apply in addition to, or in lieu of (as designated herein) Vysiion's General Terms. Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out herein shall be afforded their defined meanings throughout this Service Document. Each service within the portfolio is set out in a separate Service Definition attached as a schedule.

2. Service Delivery and Acceptance

The Service Delivery Team (SDT) will provide regular progress reporting. All activities related to service delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule these outside of Normal Business Hours, additional charges may apply. The SDT will notify the Customer by email that the Service(s) is ready to be used. Where applicable to a Service, acceptance tests are set out in the relevant Service Definition. All Target Service Commencement Dates herein are estimated.

3. Service Support

3.1 Fault Management

Information regarding how to contact Vysiion's Customer Support Centre and fault reporting can be found in the "Customer Support Handbook", copy available upon request from Vysiion. Fault resolution shall be undertaken on a 24 hour a day, 7 days a week basis.

3.2 Planned and Emergency Works

Vysiion will aim to provide at least 14 days' notice via email of any planned works and shall aim to perform them between 00:00 and 06:00 GMT/BST. Vysiion reserves the right to carry out emergency works at any time, without notice. Planned and Emergency Works provisions applicable to Microsoft Office 365 Service and Microsoft 365 Service shall be governed by the service agreement entered into directly by the Customer and the relevant service provider.

3.3 Complaints Procedure

Details of Vysiion's complaints process and policy are available upon request from customerservices@vysiion.co.uk.

4. Service Billing

4.1 Billing Models for Cloud & IT Services

Where different billing models are available for a particular Service, the Order Form will capture which billing model applies as described below.

- **Fixed billing**

The Customer has a fixed level of resources for a fixed Annual Charge.

- **Pay As You Go**

Subject to available capacity, and save where set out specifically otherwise in a Service Definition, the Customer is charged for the actual resources used in accordance with the Rate Card and the applicable Service Definition and will be billed monthly in arrears. Actual usage levels will be recorded by Vysiion.

- **Hybrid billing**

The Customer has a minimum amount of resources that are contracted for subject to a fixed Annual Charge, yet retains the ability (subject to capacity) to use additional resources "on demand" in accordance with the Pay As You Go section above.

4.2 Usage-Based Charges: Rate Card

Details on how to obtain a copy of the current Rate Card (where applicable) is provided within each Service Definition. Vysiion shall be entitled to revise the Rate Card on not less than thirty (30) days' notice to the Customer, upon expiry of which the revised Rate Card shall apply in lieu of the previous version.

5. Service Levels

This section does not apply in respect of the Microsoft Office Service and Microsoft 365 Service where service level provisions shall be governed by the service agreement entered into directly by the Customer and the relevant service provider.

5.1 Service Availability

Where applicable, target availability for a Service is defined in the relevant Service Definition.

Availability is calculated on a calendar monthly basis using a 730 hour month and the following formula:

$$P = \frac{730 \text{ Hours} - A}{730 \text{ Hours}} \times 100$$

Where P = Percentage availability. A = Sum of all events of unavailable service in that month measured in hours.

Non-availability is measured from the time an incident ticket is raised to the time the Service is restored and the incident ticket is cleared by Vysiion.

5.2 Service Credit Rules

Vysiion shall have no liability for any failure to meet any target service level(s) due to, or as a result of, any of the following reasons (“Excused Reasons”):

- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;
- Non-availability of internet access;
- The fault or failure of any Customer managed equipment, operating system and/or application (i.e. aspects that Vysiion is not responsible for managing) or Customer Equipment;
- The use of the Service for a purpose for which it was not designed or specified for;
- The diagnosis and correction of any fault in equipment for which Vysiion is not providing support services;
- Customer default or delay, or any negligent, wilful or reckless act, fault or omission by the Customer (and/or all users of the Service(s) for whom it is responsible pursuant to the Contract) or any Customer representatives, employees, or third party sub-contractors;
- Any server or service outage or faults or issues that occur while a server / service / VM is affected by Malicious Code;
- Failure or fault with Customer managed or provided equipment or software;
- Access issues and delays at Customer Site(s);
- Any failure of power, plant or environment at the Customer Site(s) or any failure on the part of the Customer to provide suitable power, plant or environment at the Customer Site(s) and/or
- Third party software including but not limited to software bugs and/or Malicious Code.

5.3 How to claim

Service credit claims must be submitted to customerservices@vysiion.co.uk within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level has occurred. Any service credit claims not raised by the Customer within this period shall be considered irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with the table provided in the relevant Service Definition and this section (such service credits being a genuine pre-estimate of loss and not a penalty or unconscionable) and applied to the Customer’s account. Service credits shall be the Customer’s sole and exclusive remedy with respect to any failure to meet the target service level(s).

6. Additional Terms applicable to Cloud & IT Services

The following terms apply to the provision of the Cloud & IT Services by Vysiion in addition to the General Terms. For the avoidance of doubt, these Additional Terms do not apply to the Microsoft Office 365 Service or Microsoft 365 Service.

6.1. DEFINITIONS

6.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

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|----------------------------------|---|
| “Cloud & IT Services” | the VDC Service, the Server Replication (Zerto) Service, the Online Backup Service, the Cloud Storage Service, the Storage as a Service, the HCI Service and the Storage Gateway Service. |
| “Customer Equipment” | for the purpose of this Service Document, Customer Equipment shall also include the Customer Servers in addition to the definition in the General Terms. |
| “Customer Servers” | the servers belonging to the Customer (if any) used in the delivery of the applicable Service(s). |
| “Fixed Billing Model” | the billing model described as such in Section 4.1 of this Service Document. |
| “Hybrid Billing Model” | the billing model described as such in Section 4.1 of this Service Document. |

6.2. GENERAL SERVICE PROVISION

- 6.2.1 Vysiion shall provide a reasonable amount of training (subject to agreement between the Parties regarding costs and time) in the use of the Cloud & IT Service(s) to the Customer. Training may be provided in person or by way of training Documentation.
- 6.2.2 The Customer shall, where reasonably required to do so by Vysiion and where applicable to the Service(s), promptly make any changes to configuration files and/or give Vysiion diagnostic information and log files.

6.2.3 If, in providing the Cloud & IT Services, Vysiion is 'caching' or 'hosting' as described in the Electronic Commerce (EC Directive) Regulations 2002, and if, in order for Vysiion and/or its suppliers not to be liable for any damages or any other pecuniary remedy or criminal sanction referred to in Regulations 18 and 19, Vysiion needs to act expeditiously to remove or disable access to the relevant information, Vysiion shall be entitled in its sole discretion to do so, without prejudice to any other rights or remedies it may have and without liability for so doing but it shall serve notice on the Customer as soon as reasonably practicable after any such exercise of this right.

6.2.4 Vysiion has no responsibility for, or liability in respect of, the content of, or faults or errors with, the Stored Data. Subject to the terms of the Contract, Vysiion is responsible for data integrity only.

6.3 SERVICE MODIFICATIONS & MAINTENANCE

6.3.1 Subject to Clauses 2.4 and 2.5 of the General Terms, Vysiion reserves the right to modify the Service(s) where required to do so by a third-party supplier, or in order to improve, maintain or develop the Service(s). Vysiion shall be entitled to change the location of the Customer Equipment and/or the Vysiion Site on giving the Customer not less than ninety (90) days' notice provided that the new position does not materially impair the operation of the Customer Equipment and/or the Service(s). Vysiion shall ensure that any Vysiion-provided Connectivity Service to the original location of the Vysiion Site is backhauled over a resilient network to the new location of the Vysiion Site, at no additional charge to the Customer. The Customer accepts that its use of the Customer Equipment may be interrupted during the relocation.

6.3.2 Vysiion shall be entitled to change its equipment, systems and/or infrastructure at the location of the Vysiion Site and will give the Customer as much notice as is reasonably possible but at least sixty (60) days' notice of any changes where such changes may adversely affect the Service(s). Vysiion shall be responsible for the Customer's reasonable costs directly and solely occasioned by such change.

6.4 FEES AND PAYMENT

6.4.1 In the case of fixed Annual Charges (whether under a Fixed Billing Model or Hybrid Billing Model), Vysiion shall be entitled to increase the Annual Charge:

6.4.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or

6.4.1.2 in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases) in either case upon thirty (30) days' notice; and/or

6.4.1.3 in line with any increases in costs imposed on Vysiion by its suppliers.

Vysiion will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

6.4.2 If the Contract involves the purchase by Vysiion of goods and/or services in a currency other than sterling and there is a greater than one percent (1%) change in the exchange rate between sterling and that other currency due to the weakening of sterling between (a) the date of Order acceptance and (b) the date that Vysiion pays the relevant supplier, Vysiion reserves the right to pass on to the Customer the additional costs incurred by Vysiion as a result of the change in exchange rates and the Customer agrees to pay the same.

6.5 TERM AND TERMINATION

6.5.1 In the case of Service(s) provided with a Hybrid Billing Model, the fixed element of the Service(s) shall continue as per Clause 12.1.1 of the General Terms and the Pay As You Go element of the Service(s) shall continue pursuant to Clause 12.1.3 of the General Terms.

6.5.2 Upon termination of a Service and/or the Contract for any reason:

6.5.2.1 provided that there are no outstanding undisputed Charges at the date of termination, Vysiion shall allow the Customer to immediately remove or delete any Stored Data, at the Customer's own responsibility and cost provided that if the Customer fails to remove or delete any of the Stored Data within fourteen (14) days of termination, Vysiion shall be entitled to delete the Stored Data and shall have no liability to the Customer or any other person if it does so.

6.5.2.2 the Customer shall (at Vysiion's option) either (a) return to Vysiion within fourteen (14) days of the date of termination; or (b) confirm in writing the destruction of, any Documentation and/or Software in the Customer's possession.

6.5.3 Any provision of these Additional Terms which expressly or by implication is intended to come into or continue in force on or after termination of the Contract, including 6.5 (Term and Termination) and 6.6 (Limitation of Liability) shall survive termination and remain in full force and effect.

6.6 LIMITATION OF LIABILITY

6.6.1 SUBJECT TO CLAUSES 6.6.2, 6.6.3 AND 6.6.4 BELOW, VYSIION SHALL BE LIABLE FOR LOSS AND/OR CORRUPTION OF THE STORED DATA WHICH IS PROVEN BY THE CUSTOMER TO HAVE OCCURRED AS A DIRECT RESULT OF THE BREACH OF CONTRACT OR NEGLIGENCE OF VYSIION. IN SUCH EVENT, VYSIION SHALL FIRST USE ITS OWN RESOURCES TO ATTEMPT TO RESTORE LOST/CORRUPTED STORED DATA (INCLUDING USING SPECIALISED THIRD PARTY RESOURCE WHERE VYSIION CONSIDERS IT REASONABLY NECESSARY TO DO SO).

6.6.2 VYSIION SHALL HAVE NO LIABILITY UNDER THIS CONTRACT FOR ANY LOSS AND/OR CORRUPTION OF THE STORED DATA WHICH IS CAUSED BY THIRD PARTY SOFTWARE.

6.6.3 LOSS AND/OR CORRUPTION OF DATA SHALL ONLY BE DEEMED TO HAVE OCCURRED WHERE THE ACTUAL DATA ITSELF (ALL COPIES) IS LOST OR CORRUPTED; IT SHALL NOT BE DEEMED TO HAVE OCCURRED WHERE THE DATA EXISTS AND IS NOT CORRUPTED BUT THERE IS AN ISSUE WITH AN APPLICATION WHICH MAKES IT INACCESSIBLE AND/OR INCOHERENT.

6.6.4 LIABILITY OF VYSIION UNDER THIS CLAUSE 6.6 SHALL NOT EXCEED IN THE AGGREGATE UNDER THE CONTRACT THE AMOUNT OF FIFTY-THOUSAND POUNDS (£50,000).

6.7 PASSWORD SECURITY

6.7.1 The Customer has the sole responsibility for putting in place and maintaining the controls that they require with respect to passwords relating to the Services. The Customer must use best industry practice for selecting and regularly changing passwords.

6.8 PORTALS

6.8.1 When provided in conjunction with a Service, Vysiion shall use reasonable endeavours to make portals available to the Customer but availability is not guaranteed and periods of maintenance and upgrades may occur.

6.9 EXPORT COMPLIANCE

6.9.1 The Customer warrants, agrees and represents that it shall comply with all export control laws and regulations applicable to its activities under the Contract, including in relation to any transfer of Customer Content. The Customer shall indemnify and keep Vysiion indemnified and hold Vysiion harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Customer of this clause.

6.10 SOFTWARE

6.10.1 The following Patch management policy shall apply in respect of the Service(s). Software/Firmware patches shall be applied when deemed necessary by the Vysiion Operational Centre. Patching could be triggered under various conditions:

6.10.1.1 A remotely exploitable security vulnerability is identified and the vendor releases a patch for the vulnerability. Vysiion software release management function conducts a regular review of new vulnerabilities and assesses the functional and security risk to platforms under its remit. It is often the case that vulnerabilities are only applicable if certain configuration is present on the device in question, and if certain features are enabled. If the net effect is that no vulnerability is exposed, then the patch would not be applied. If vulnerability is exploitable but it is feasible to amend configuration in such a way as to prevent the vulnerability being exploited, then the patch would also not be applied – however in this case the work-around configuration would be introduced under the normal change control procedures;

6.10.1.2 A normal end of lifecycle upgrade may be triggered when vendor support of the technology in question is no longer available. In certain circumstances a hardware refresh or upgrade would be required, which falls outside the scope of this patch management policy;

6.10.1.3 A bug is identified which is adversely affecting the reliable operation of the device. It is frequently the case that bugs are triggered only under certain specific conditions which are not present in all environments. Under these circumstances Vysiion will assess whether the bug potentially has widespread impact (in which case the patch would be rolled out to all similar devices under Vysiion management), or the condition is isolated (in which case only the particular affected device would be patched).

- 6.10.2 Patch Management excludes security hardening required for regulatory or compliance purposes. This will be a chargeable Professional Services engagement.
- 6.10.3 The following Release management policy shall apply in respect of the Service(s). Only software updates relating to the operating system supported by the vendor shall be implemented by the Vysiion Operational Centre. Software is managed within the following guidelines:
 - 6.10.3.1 Vendor announcements and vulnerability announcements are continually reviewed by Vysiion in order to identify new software vulnerabilities;
 - 6.10.3.2 In case a vendor announces a new remotely exploitable vulnerability and releases a patch to address the vulnerability for which no workaround exists, an upgrade will be initiated by Vysiion. In many cases a particular vulnerability requires a specific configuration to be present. Vysiion will analyse the impact of the vulnerability on Vysiion managed devices, as covered by the Contract, and propose either an upgrade or a workaround if the vulnerability is remotely exploitable;
 - 6.10.3.3 A release of software becomes end of support due to the end of lifecycle as determined by the vendor;
 - 6.10.3.4 A specific bug is identified that impacts the Customer environment in terms of performance or stability of the platform.
 - 6.10.3.5 The Customer may request an upgrade to a version of the operating system software fully supported by Vysiion as part of the Service through a service request.
If none of the above scenarios are met, Vysiion will not proceed to release a new software revision.
- 6.10.4 VYSIION SHALL HAVE NO LIABILITY FOR ANY SECURITY INCIDENTS OR SERVICE FAULTS/ERRORS/FAILURES TO THE EXTENT DUE TO THIRD PARTY SOFTWARE.