SERVICE SCHEDULE B

1. ABOUT THIS SCHEDULE

1.1 This Service Schedule B applies to your Managed Virtual Private Server Service and Backup Service and is part of your Managed Service Application Form or Managed Service Agreement. It needs to be read in conjunction with the CrossPoint Managed Service Standard Terms and Conditions and the relevant CrossPoint SLA document. Certain terms used in this Service Schedule B are defined in the Standard Terms and Conditions, and therefore you will need to refer to the CrossPoint Managed Services Standard Terms and Conditions for full definition of the used term.

1.2 The terms in this Service Schedule B apply to your Managed VPS and Backup Service unless you have entered into a separate written agreement with us. Such written agreement excludes the application of this Service Schedule B and the CrossPoint Standard Terms and Conditions.

Inconsistencies

1.3 1If there is any discrepancy between the terms in this Service Schedule A and our Standard Terms and Conditions, then the Standard Terms and Conditions apply instead of this Service Schedule B to the extent of the inconsistency.

1.4 If a provision of this Service Schedule gives us the right to suspend or terminate your service, then that right is in addition to our rights to suspend or terminate your service under our Standard Terms and Conditions.

2 DEFINITION OF SERVICES

Virtual Private Server

The Virtual Private Server ("VPS") Service provides you with computing resources as a fully outsourced utility infrastructure service and includes the services outlined in this VPS section.

Your options for configuring the Service elements provided under the VPS Service are set out in your Managed Service Application form or Managed Service Agreement with us.

2.1 The VPS Service includes a choice of virtual server configuration options to run on our virtualised multi-tenanted server infrastructure. You may select from various base virtual server configuration options in accordance with your Managed Service Application form or Managed Service Agreement with us, including:
   (a) Number of Instances – you may select the number of virtual servers allocated to you for your VPS Service;
   (b) CPU – you may select the number of virtual CPUs allocated to you for your VPS Service; and
   (c) RAM – you may select the amount of RAM allocated to you for your VPS Service.
   (d) Data Storage – Refer to section 2.3

2.2 CrossPoint may provide an option for VPS server redundancy based on the following service levels:
   (a) Standard: provision of the subscribed VPS servers in non redundant configuration. Single VPS server provisioned per instance subscribed.
   (b) Gold: provision of a primary server and a secondary standby server with same or similar configuration and capacity to the primary server hosting the VPS servers. The purpose the secondary server is to host replicated copies of the subscribed VPS services on the primary server. This service is referred to as High Availability ("HA") configuration and VPS servers are replicated from the primary to the secondary server once per day.
   (c) Platinum: provision of a primary server and a secondary live server with same or similar configuration and capacity to the primary server hosting the VPS servers. Platinum redundant servers are replicated from the primary to the backup server in real time. This service is referred to as Continuous Availability ("CA") configuration.

Data Storage

The Storage Service provides you with access to storage capacity on our service platform that can be used by you for various purposes including backups or storing your operating systems, data and applications.

2.3 Your Storage Service includes:
   (a) a data repository in the form of a virtual disk, formatted as a file system compatible with your Operating System Service and which includes a system partition for storing operating system data and a data partition for storing application and file system data. You may request that we create additional disk partitions and we may charge you a fee;
   (b) levels of redundancy within our storage platform; and
   (c) an optional backup facility which enables us to create a single snapshot backup copy of your data at regular agreed intervals and stored as described under "Backup" below.

As part of the process for provisioning your Data Storage Service, you may have existing data which you wish to migrate into your data repository. Should you require assistance in migrating your data, we will consult with you and provide advice and technical assistance on the migration of your data for an additional charge.

Backup

The Backup Service provides you with a nightly backup of your data, which we hold for 7 days, and a weekly backup of your data, which we hold for 30 days and a monthly backup of your data which we hold indefinitely based on storage space available. Under the Backup Service, we backup your operating system data, virtual server configuration data and data stored in RAM and on your virtual disks within your data repository provided to you under your Storage Service.

2.4 As an optional Service, we may offer a remote network Backup Service, where CrossPoint will take a weekly backup of your VPS servers and store them offsite at a hosting data centre which we hold indefinitely based on storage space available.

2.5 As part of your Backup Service, you may request that we restore your backup data in the event of data corruption or failure and we may charge you a fee. All restoration of backup data is an offline process and your service will be unavailable during restoration. You may choose to do a selective restore of a particular file or files or a particular virtual server.

3 SERVICE MANAGEMENT

The Management of the Services includes:

3.1 monitoring and management of the infrastructure allocated to you for the hosting of the VPS Services that you select in accordance with your application form or other agreement with us;

3.2 Monitor the outcome of backup events

3.3 Monitor the VPS server performance including, CPU, DISK and MEMORY Utilisation.

3.4 24/7 monitoring and incident management system; and

3.5 patch management with respect to the provided hardware and infrastructure.

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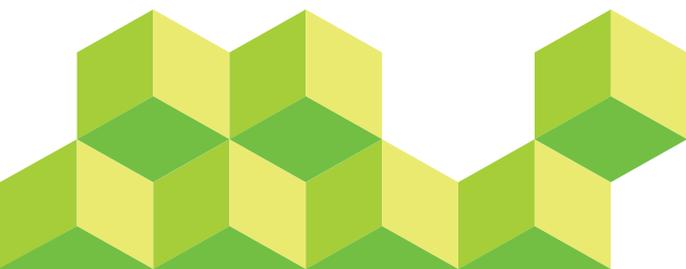
4 SERVICE CONDITIONS

4.1 Operating Systems
(a) You agree to provide the operating systems and any software applications and relevant licenses required to operate and use the software installed on the provided VPS servers.
(b) If you have an existing licence to use one of the pre-packaged operating systems, you may use your existing operating system licence with the operating systems provided that your operating system meets any compatibility requirements specified by us from time to time.

4.2 Virtual Server Console
(a) CrossPoint may provide you with access to a Virtual Server Console which provides you with limited access to the VPS servers for the purposes of viewing your dedicated VPS infrastructure, including to start, stop or restart virtual servers provided for your use. You may not use this console for making modifications to the provisioned Services or other purposes than those described here.

4.3 VPS Servers
(a) You may request changes to the number of VPS servers provided and/or to change the configuration of virtual servers to which you may request to change allocations CPU, DISK and RAM resources, subject to an additional MAC and services charges.
(b) Your allocation of CPU and RAM resources to VPS servers may not exceed the total resource capacity purchased by you for your dedicated infrastructure in accordance with your application form or other agreement with us.

4.4 Storage
(a) You may request that we create or change capacity of virtual disks on your behalf, subject to an additional charge.
(b) As part of the process for provisioning your Storage Service, you may have existing data which you wish to migrate onto our storage platform. Should you require assistance in the migration of your data, we will consult with you and provide advice and technical assistance on the migration of your data for an additional charge.

4.5 Backup
(a) We will retain copies of data stored within your data repository provided under your Backup Service and operating system data for the retention periods set out in your application form or other agreement with us.
(b) The Backup Service takes periodical copies of your VPS server state and any data held in the VPS server disk and memory at the time of the backup snapshot. CrossPoint is not able to restore and test each backup instance and hence cannot guarantee the integrity of the data backed up during the snapshot process. You are responsible for storing copies of any important application or database information or data structures.
(c) Should you request a snapshot to be restored from backup and it proves to be inconsistent or fails, CrossPoint will attempt to restore the last prior backup and test for consistency until a suitable reliable restore point can be found.

5 SERVICE LIMITATIONS

VPS

5.1 Our service platform does not support custom built operating systems for use with the VPS Service and you must use off-the-shelf or packed operating systems.

5.2 We do not provide you with physical or management access to the server infrastructure we use to provide you with the VPS Service.

5.3 We do not provide a facility for you to use accessories or peripheral devices with your Server Service (such as USB attachments or licence key dongles).

5.4 Prior to our execution of some service requests (including changes to your CPU, DISK and RAM configurations and restoration of backup snapshots) we may request that you power down the relevant virtual server(s). We may be unable to address your service request until you have disabled the relevant VPS server(s).

5.5 We do not provide you with physical access to the storage systems on our service platform for storage.

5.6 Partitions you create on your data partition are subject to the maximum partition size based on the disk capacity provided to your VPS server.

5.7 Once a virtual disk has been created in your storage repository under your storage Service, the storage capacity of the virtual disk cannot be decreased.

BACKUP

5.8 We may not be able to provide you with the Backup Service if you make certain changes to your equipment or software. For this reason, we need you to tell us when you make changes that could affect the Backup Service so that we can let you know whether your service is likely to be compromised.

5.9 We cannot guarantee that backups created by the Backup Service will be corruption or error free or capable of being restored.

5.10 Our Backup Service will create backup copies of the application data which you have stored on a virtual disk, we recommend any critical data be backed up separately apart from the VPS or Backup Services. The Backup Service will create a point in time backup of your application (which will include your application data), however your Backup Service will not create a data file backup of your application data.

6 CUSTOMER RESPONSIBILITIES

6.1 General
(a) You must provide us with seven business days notice before you undertake vulnerability or penetration testing of your network.
(b) You need to nominate a system administrator to manage your operating systems and applications. You may request that we activate additional VPS or backup services or change existing Services compositions and for an additional charge.
(c) If your service includes a VPN service, you will be responsible for loading and configuring any VPN software on your equipment.
(d) You are responsible for ensuring that you comply with the licence terms of any software (such as application software or operating system) which you install or use.
(e) You are responsible for configuring and monitoring your operating system and ensuring that your operating system is up to date by installing updates when the operating system software notifies you that an update is available.
(f) You are responsible for any applications used and installed on the operating systems or VPS servers and their correct operation, update, management, monitoring and licensing responsibilities.
(g) You are responsible for backing application data and application or database data structures, in accordance with any instructions provided by your application provider.
(h) You are responsible for the verification and confirmation of the success or otherwise of an attempted VPS restoration and informing CrossPoint of its outcome. The recovery of individual files from the restored VPS server after it has been restored from backup is also your responsibility.
(i) If you wish to decrease the storage capacity of a disk, you will need to create another disk which meets your revised storage capacity requirements and then transfer the contents of the original disk to the new disk.
(j) You are responsible for ensuring that all disks provided under the Storage Service have sufficient free storage capacity in accordance with the system requirements for the relevant operating system you are using.
(k) If you wish to conduct failover configuration testing, you must cooperate with us to determine an appropriate outage window prior to backup failover testing.
(l) You must perform certain key tasks prior to and during failover configuration testing as agreed with us prior to failover configuration testing.

For any questions please contact your CrossPoint sales representative