SCHEDULE I: SERVICE DEFINITION FOR CLOUD MANAGEMENT PLATFORM (CMP)

1.   CMP Service Description

The Exponential-e CMP is an orchestrator providing the Customer with a single pain of glass from which to manage private clouds, public clouds and hypervisors (the "Connected Services") inclusive of the following:

System	Min Version	Description
Exponential-e VDC	N/A	Exponential-e Virtual Data Centre
VMWare ESXi	ESXi 6.0	Standalone ESXi Hypervisors
VMWare vCenter	vCenter 6.0	Clustered vSphere environments via vCenter
Microsoft Hyper-V	Hyper-V 2012 R2	Microsoft Hyper-V Hypervisors
Microsoft Azure	N/A	Microsoft Azure Services
Amazon AWS	N/A	Amazon AWS Services

The CMP enables the provisioning of Instances (virtual machines) to multiple clouds and infrastructures, as well as the provisioning of more complex multi-tier, multi-network, multi-server environments via workflows, pre-defined and customisable templates or blueprints. The Customer agrees that any commercial liability resulting from the creation or modification of Connected Services through the CMP is their responsibility.

- Functionality in respect of API calls made from the CMP to any of the Connected Services is subject to the availability and compatibility of the API layers within those Connected Services and the CMP.
- The Customer accepts that there may be loss of functionality in relation to API changes by Connected Service provider's vendors and compatibility issues with the CMP resulting therefrom.
- The Customer accepts full responsibility for commercial and, or functional changes made as a result of running blueprints from the market places.

The CMP provides the ability for the Tenant Administrators to implement Role Based Access Controls. Default User Roles have been defined as follows:

Role	Description	Access Management
Administrator	Tenant Administrator	Default first role assigned to new Tenant Administrator, Full Access to all areas within Tenancy, Create and define new services, amend existing services, including run workflows and blueprints
Read Only	Reviewer	Read Only Access to Tenancy, excluding Billing reports
User	Resource Administrator	Access, to administer in-life services, including stop, start, restart, suspend, and backup services
Approver	Authorize resource creation	Read Only Access to Tenancy, provide authorization of the deployment of new services where required.
White Label	Customer Branding	Default role assigned for the CMP customer branding.

The CMP is able to display a list of available service plans from multiple cloud platforms and provides a unified billing summary and reporting across the Connected Services. Through the CMP native, automated backups can be arranged to be performed on each server, database or app stack component provisioned by the CMP and stored within Exponential-e's Cloud Storage Service (see Schedule E to this Service Document), subject to the Customer contracting with Exponential-e for the Cloud Storage Service. The Exponential-e Cloud Storage Service is not designed to replace an enterprise backup solution but can be utilised to provide a backup location for non-production and non-critical environments. The Customer is responsible for ensuring any Connected Service is compliant with licensing requirements both for the OS and Applications provisioned. Connected Services are subject to the terms and conditions of the relevant service and the Customer shall comply with the same.

Management

The CMP will be managed by Exponential-e as set out in Appendix A to this Service Definition.

New Subscriptions

The CMP allows the Customer to manage its Azure and Amazon AWS public cloud subscriptions taken out through Exponential-e's Microsoft Cloud Solution Provider (CSP) Program or Exponential-e's Amazon AWS Service Provider Program (SPP) (as applicable) as well as any Exponential-e-provided Connected Services. In this scenario, Exponential-e will provide the Customer with a single bill for the novated public cloud subscriptions and any Exponential-e-provided Connected Services.

Binded Subscriptions

The CMP allows the Customer to bind its existing public cloud subscriptions such as Azure and Amazon AWS, as well as private VMware and Hyper-V clouds and local virtualization infrastructures. In this scenario, all obligations in respect of the binded public cloud subscriptions will remain between the Customer and the respective provider. The binding of private virtualization infrastructures by Exponential-e may require network connectivity, firewall changes, and requires root/administrative credentials.

Novated Subscriptions

The Customer may be able to novate its existing Azure and/or Amazon AWS cloud subscriptions to the Exponential-e Microsoft Cloud Solution Provider (CSP) Program or the Exponential-e Amazon AWS Service Provider Program (SPP) (as applicable). In this scenario, Exponential-e will provide the Customer with a single bill for the novated public cloud subscriptions and any Exponential-e-provided Connected Services. The novation of public cloud subscriptions requires the Customer to take manual configuration steps to complete and will be subject to completion of the required novation process by the Customer, Exponential-e and the relevant third party provider.

Scope

Where CMP is consumed under a Fixed or Hybrid billing model, the Order Form will specify the type and quantity of virtual machines covered by the CMP Service.

2.   Target Service Commencement Date

CMP   24 hours*

* from Order acceptance by Exponential-e. This involves the setting up of the CMP tenancy inclusive of a default tenant administrator with email confirmation of access.

The binding of existing public cloud subscriptions and existing private virtualisation platforms can be performed by Exponential-e/the Customer in accordance with the following table:

System	Target completion time (Exponential-e delivered)	Customer
Exponential-e VDC	48 hours	N/A
VMWare ESXi	48 hours*	Self Service
VMWare vCenter	48 hours*	Self Service
Microsoft Hyper-V	48 hours*	Self Service
Microsoft SCVMM	48 hours*	Self Service

3.   Service Level Agreement

Service Availability

The CMP is Available if the Customer-facing web portal is available. This excludes connectivity problems and issues with functionality and third party integrations such as public cloud API layers.

Service	Target Availability
CMP	99.99%

Service Credits

Description	Measure	Service Credit*
CMP	Below required level	5%
	> 0.1 Below required level	10%
	> 0.5 Below required level	15%

* The Service Credit is applied as a percentage of the Monthly Charge for the CMP (if applicable).

4.   PAYG Charges

Customers subject to a Hybrid billing model will be subject to a monthly in arrears charge per Server Instance (VM) in accordance with the Rate Card.

The Rate Card is available upon request from sales@exponential-e.com.

Unless agreed otherwise by the Parties in writing, the Customer shall be subject to a commercial threshold of £5,000.00 per month in respect of all Pay As You Go consumption of Connected Services effected through the CMP, whereby the Customer shall be prevented by the CMP from consuming PAYG above this level. The foregoing commercial threshold shall not apply to consumption of public cloud via a Binded Subscription.

APPENDIX A: CMP MANAGEMENT

Exponential-e will provide operational management for the elements forming the CMP Service up to the Application level. Exponential-e's responsibilities with respect to management of the CMP Service are as follows. The Customer is responsible for all management aspects other than those for which Exponential-e is responsible.

Aspect	Exponential-e's Responsibilities
Documentation	• Maintain solution design documentation for the CMP. • Maintain solution configuration documentation for the CMP. • Implement and maintain version control for all documentation.
Licensing	• Exponential-e is responsible for licensing and licensing maintenance under this Contract to cover the CMP.
Monitoring	• Monitoring & Alerting in respect of CMP Availability.
Patch & Firmware Management	• Review and test critical CMP updates. • Updating the CMP. • Install critical and security updates onto the CMP. • Install non-critical updates onto the CMP. • Notify the Customer of proposed updates to the CMP.