

## SERVICE SPECIFIC TERMS AND CONDITIONS - RECOVER.IT

These Service Specific Terms and Conditions (Recover.IT) apply to your use of the Services in addition to the General Terms and Conditions for CloudSuite Services in respect of the following:

- **cBackup**
- **cRecovery and cVirtualRecovery**
- **cVirtualReplication**

### 1 cBACKUP

The following paragraphs in this section 1 only apply where your Order is for cBackup services.

#### Set up and Configuration

Subject to your order and payment of the applicable One-off Charges, we shall provide and install suitable Backup Equipment at your Premises which complies with our minimum system specification.

Within a reasonable time of the Start Date we shall:

- take an initial copy of your Data on a remote storage device and store such copy at our Data Centre;
- configure the Backup Equipment such that a backup of your Data will be taken automatically on a daily basis and transmitted to our Data Centre via the ADSL Line.

#### Backup of Data

A backup of your Data shall be taken each night, and such backup shall be stored at the Data Centre.

You are solely responsible for verifying the quality and integrity of the backed-up Data such that the Data can be recovered and restored by you in the event of a Disaster.

#### Data Recovery

In the event of a Disaster:

- we shall use our reasonable endeavours to provide you with remote access to your Data by means of a portal, such that you can download your Data via the ADSL Line. If you request our assistance in respect of the download of your Data via the ADSL line, we shall use our reasonable endeavours to provide such assistance within 4 hours of the Disaster;
- if you request us to do so we will use our reasonable endeavours to deliver to you the latest backup of your Data within 24 hours of your request, such Data to be provided in a suitable form and on suitable media.

You are solely responsible for recovering your Data on your Hardware and for restoring access to your Data to your employees.

#### Title and Risk

Title in the Data and the Backup Equipment shall at all times remain with you, and you are solely responsible for insuring the Backup Equipment.

#### Arrangements on Termination

Upon termination of the Agreement for any reason, subject to you having paid all outstanding Fees and having complied with clause 10.4.1 and 10.4.2 of the General Conditions (as applicable), you may request within 30 days of termination that we return backup copies of your Data and we shall make such backup copies available for a fee. After 30 days following termination we shall have no obligation to retain backup copies of your Data or return such data to you, and shall ensure all backups are destroyed in an appropriate manner.

### 2 cRECOVERY / cVIRTUALRECOVERY

The following paragraphs in this section 2 apply only where your Order is for cRecovery or cVirtualRecovery Services.

#### Set up and Configuration

Within a reasonable time of the Start Date we shall:

- provide and install the Backup Equipment at your Premises;
- take an initial copy of the Data on a remote storage device and store such copy at our Data Centre;
- configure the Backup Equipment such that a backup of the Data will be taken automatically on a daily basis and transmitted to our Data Centre via the ASDL Line;
- take a virtual copy of the Critical Applications, and store such copy at the Data Centre.

#### Backup of Data

We shall backup your Data to our Equipment as follows:

- where your Order is for cRecovery Services, a backup of your Data shall be taken each night, and such backup shall be stored at the Data Centre.
- where your Order is for cVirtualRecovery Services, you shall determine the time and frequency at which a backup of your Data is taken. We recommend that a backup is taken every 24 hours. The backup shall be stored at the Data Centre.

#### Data Recovery

In the event of a Disaster we shall use our reasonable endeavours to provide remote access to the Data in respect of Critical Applications to your Nominated Employees for a period not exceeding 30 days (or other period agreed in writing).

We shall use our reasonable endeavours to provide you with remote access to your Data within 24 hours;

#### Property and Risk

Unless otherwise agreed with you the Backup Equipment shall remain our property at all times. Where we own the Backup Equipment we shall insure the Backup Equipment and you shall comply with any reasonable conditions imposed by our insurer that we may notify to you from time to time. Where it is agreed with you that you own the Backup Equipment you are solely responsible for insuring the Backup Equipment.

The Data shall remain your property at all times.

#### Arrangements on Termination

On termination of the Agreement for any reason:

- where Backup Equipment remains our property you shall return such Backup Equipment to us and if you fail to do so, we may enter your Premises and take possession of it, and until it has been returned or repossessed, you remain responsible for its safe keeping;
- Subject to you having paid all outstanding Fees and having complied with clause 10.4.1 and 10.4.2 of the General Conditions (as applicable), you may request a file of your Data which we will make available to you for a fee. You must make such request within 30 days of termination. Following termination we shall have no obligation to retain or return your Data.

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### 3 cVIRTUALREPLICATION

The following paragraphs apply where your Order is for cVirtualRecovery services.

#### Set up and Configuration

Within a reasonable time of the Start Date we shall configure your Hardware such that a replica of the Data and Critical Applications will be made automatically via the ADSL Line in real time on our Servers at our Data Centre.

#### Replication of Data

We shall replicate your Data and Critical Applications on our Equipment at the times and frequency as set out in the Specification.

In the event of a Disaster:

- in the event of a Disaster which causes a failure in your on-premise Hardware, you may, without our assistance, access the replica of your Data and Critical Applications by remote access immediately following the Disaster; or
- where you request our assistance, we shall use our reasonable endeavours to provide you with access to the replica of your Data and Critical Applications within 24 hours of your request.

#### Exclusions

You hereby acknowledge that the cVirtualReplication Services do not include any backup or archiving services. You are solely responsible for any backup or archiving of Data and in the event any of your Data becomes corrupted, lost or damaged you are solely responsible for recovery of the same.

### 4 YOUR OBLIGATIONS IN RESPECT OF RECOVER.IT SERVICES

The following paragraphs in this section 4 apply to your Recover.IT Services regardless of the exact nature of such Services.

During the term of the Recover.IT Services you shall as applicable (at your cost):

- provide and maintain the ADSL Line and ensure that at all times the bandwidth allocation of the ADSL Line remains appropriate and available for the volume of Data to be transmitted to the Data Centre;
- provide appropriate facilities to our employees, agents and subcontractors ("Personnel") for the provision of the Recover.IT Services;
- ensure your Hardware is properly maintained and kept in good working order;
- keep your Hardware and any Backup Equipment and any storage media in a safe and secure environment, with appropriate temperature and humidity;
- promptly notify us of any defect or fault in the Backup Equipment and not allow any persons other than our Personnel to maintain, repair or relocate the Backup Equipment;
- ensure the Data:
  - is free from any virus or other malware, and is of a sufficient quality to ensure that restoration is possible in the event of a Disaster; and
  - has no illegal or offensive content and does not infringe the rights of any third party;
- promptly notify us in the event of a Disaster, and provide us to the extent possible with access to the Hardware, the Backup Equipment, any storage media and any other information and assistance that we may reasonably require;
- where your Services are cRecovery or cVirtualRecovery, attend rehearsals in respect of data recovery at least once per year or otherwise in accordance with good industry practice, the costs of which rehearsals shall be paid by you in addition to the Fees;
- in the event of a Disaster, provide us with all reasonable assistance to obtain support in respect of any third party software in the Critical Applications, (including without limitation direct access to any providers of support in respect of such third party software).

We shall not be responsible for any delay or inability to provide the Services where this is caused by your breach of any of the obligations in this paragraph 4.

### 5 EXCLUSIONS

You acknowledge that we are not responsible for the backup, recovery or replication of any of your data which is held locally on PCs, laptops or other mobile devices. You must ensure any of your data stored locally on any PC or on any laptop or other mobile device or remote storage device is backed up to the Servers and synchronised with the Data on a regular basis.