



Lanmark Epicbackup Terms of Service

VERSION 1.0



Document Control

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Introduction

These Epicbackup Terms of Service (“Back Up Terms”) as may be updated from time to time, set out the terms and conditions upon which Lanmark Limited (“Supplier” or “Lanmark”) provide Back Up Services to the Customer (as identified in the Account Application Form) and are governed by the Master Services Agreement set out at lanmark.com/terms-of-business/ (“MSA”).

These Back Up Terms together with the MSA, the Account Application Form, the applicable Order Form(s), Quote, other applicable Additional Conditions and any other documents agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services by the Supplier.

Definitions and interpretation:

1. Except as defined in these Back Up Terms, all capitalised terms used in these Back Up Terms shall have the meaning given to them in the MSA.
2. The terms set out in these Back Up Terms are in addition to and should be read in conjunction with the terms of the MSA.
3. In the event of a conflict, the provisions of these Back Up Terms shall take precedence over the MSA.

PRODUCT TERMS SCHEDULE – EPICBACKUP

The Back Up Services to which the Customer has subscribed or ordered are as specified in the Quote(s) and/or Order Form (as the case may be) . The Supplier would welcome the opportunity to provide those Services not currently ordered or subscribed to by the Customer but additional fees will become chargeable.

1 Commencement Date

The Back Up Services will commence on the start date stated on the Order Form or Quote (as the case may be).

2 Duration of Back Up Service

The Back Up Service(s) is for the minimum Initial Term stated on the Order Form or Quote (as applicable) and is automatically renewable for a Subsequent Term at the end of this Initial Term and will continue to renew on completion of each Subsequent Term indefinitely unless either party gives the other ninety (90) days’ prior written notice of its intent not to renew the Back Up Service(s) at the anniversary of the Initial Term or Subsequent Term.

3 PLACE OF DELIVERY

As specified on the Order Form or Quote (as applicable).

4 Definition

Supplier offers cohesive backup and disaster recovery solution designed to backup multiple Windows servers.

4.1 Back Up Services Provided

- 4.1.1 An on-site epicbackup appliance (“EBA”) unit that provides fast server virtualization capabilities in the event of server failure.
- 4.1.2 Secure remote (off-site) storage provided at two hardened datacentres.
- 4.1.3 Monday – Friday 8:00 – 18:00 data restoration service and disaster recovery service in the event of catastrophe via Lanmark helpdesk.
- 4.1.4 Full management of the EBA, remote storage & offsite business continuity platform (BCP) service.

5 Backup Storage Capacity

The EBA capacity will be specified for individual customers' requirements and will be designed to have additional capacity based on the Supplier's own previous experience for the duration of the Initial Term. This capacity provided is estimated by the Supplier as each customer has vastly differing data growth rates. It may become necessary during the Initial Term or Subsequent Terms for the Supplier to have to replace the EBA to accommodate more data and the Customer will be subject to clause 20.2 of these Back Up Terms.

6 Service Monitoring

- a. 24x7 monitoring by our network operations team.
- b. Remediation of issues related to faulty backups.

7 Security

- 7.1 Data is encrypted before it leaves the Customer's servers with an encryption key that only we have. The data is then encrypted again for its transit over the Internet. Files are then stored, in encrypted form, on multiple servers in high security facilities.
- 7.2 Each file is encrypted using 256-bit AES encryption technology. 256AES Encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused, even if it's stolen.
- 7.3 In addition, our software communicates with the remote servers using SSL ("Secure Socket Layers") technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the internet.
- 7.4 The Customer's data is always held in encrypted form at the remote datacentre and cannot be accessed.

8 File compression

Before files are encrypted they are compressed on the EBA.

9 Backup Frequency

Our Back Up Service can protect the Customer's data as frequently as every 15 minutes, every day. This provides backup copies allowing multiple restore points to recover the most current version of the Customer's data just prior to the data loss event. Off-site backups are scheduled daily with success and frequencies being dependent on image sizes and internet bandwidth available. The Supplier cannot guarantee offsite transmission success where image size is too large to transmit within a 24 hour period due to a lack of internet bandwidth or no internet availability or because there is no internet bandwidth available to transmit the Customer's data.

10 Smart Data Transport

Data transmission can be configured to minimize bandwidth consumption.

11 Remote Storage

Remote storage provided at minimum two N+1 high availability UK datacentres

- 11.1 Highly redundant storage with backup images stored at the datacentres on a SAN at the primary facility, then replicated to the secondary facility.
- 11.2 Connectivity provided by multiple providers with automatic failover capabilities.
- 11.3 Facilities provide two fibre optic network drops for our backbone.

- 11.4 Full physical security at each facility including security cameras, key card and biometric access.
- 11.5 Network is secured with high-end redundant, automatic failover firewalls.
- 11.6 Fire suppression and environmental control provided.
- 11.7 Automatic backup power provided by on-site generators.

12 Multiple Restore Points

12.1 EBA Retention

The EBA has only one retention policy available.

- 12.1.1 Base Image
- 12.1.2 Monthly Synthetics (all)
- 12.1.3 Weekly Synthetics (for last 5 weeks)
- 12.1.4 Daily Synthetics (for last 14 days)
- 12.1.5 Intra-day Incremental (for last 2 days)

12.2 Co-location Retention

The archive is an exact replica of the EBA device allowing the Customer to perform restorations from as far back as when the base image was first taken. The option of expanding the retention period from a 1-Year to 7-Year history is available and will result in additional offsite monthly storage charges. There are more restore points available as noted in section A.12 (1-4) for up to one year. This archive option may not be sufficient to comply with some regulatory requirements. The Customer is responsible to make sure that regulatory or Customer-specific archiving requirements are met.

13 Remote Storage and Base Remote Backup Image Creation

- 13.1 The Customer's data is stored (in encrypted form) in two secure online data backup centres, located at least 100 miles apart from each other.
- 13.2 The BASE IMAGE will be transmitted across the internet to the primary remote storage facility. The time that it takes to perform this remote backup will vary significantly depending on the amount and types of files being backed up and on the upload speed of the Customer's internet connection. These factors both determine the time it takes to build the base backup image. We have the facility to duplicate base images to removable storage and in cases where data volumes are very large we may recommend this method.

14 Minimum Remote Storage Requirements

Remote storage is provided in increments of 1GB. There is no minimum storage requirement tied to the service. Remote storage is tracked on a monthly basis.

15 Routine retrieval testing.

The integrity of backups is checked as they occur and are tested for recovery on a monthly basis by mounting a randomly chosen image and restoring no less than 1 gigabyte of data from multiple folders.

16 Recovery Time Objective (RTO)

- 16.1 The Supplier will log all backup and retrieval activities from the Customer.
- 16.2 The Supplier will attempt to resolve access, backup, or retrieval problems over the phone on first call within 2 hours of the first request. We can restore a file, file folder, email or an entire mailbox as needed. Please see table 1 at the end of this document.
- 16.3 In a disaster, where the Customer should lose its entire office or the EBA device be stolen, we will have a new EBA imaged, with the most current backup information. Once data is

restored it will be shipped out via next-Business Day transportation to a location of the Customer's choice within the UK. When the EBA arrives, it is ready to be used as a virtual server. The new EBA device will be subject to a new agreement from the date of installation and the Customer shall be liable for all fees set out in clauses 18 and 20 of these Back Up Terms.

- 16.4 The EBA can also be used to perform a bare metal restore to dissimilar hardware which means that when a new server arrives, the EBA can be used to restore the most current data to that new server regardless of the server hardware.
- 16.5 In a disaster where the Customer has lost access to their entire office or their servers and their EBA device has been stolen the Customer can choose to invoke the BCP service. The Supplier will create a virtual network and allow remote access to designated business critical applications and data within its data centre infrastructure within 4 hours of notification from the Customer subject to there being available offsite data as stated in 9. Due to internet DNS propagation and caching delays the Supplier cannot guarantee all internet related services will be available within 4 hours. This emergency service can be used by the Customer for a maximum of 90 days where after fees for this service will become applicable as set out in clause 18.3 of these Back Up Terms.

17 Ownership of the Data

The backup data being stored on the EBA and at the datacentre remains the sole property of the Customer. If the Customer chooses to terminate the Back Up Services, the Supplier will assist the Customer in the orderly termination of the Back Up Services. This could involve copying the backup image to an external drive(s). The Customer agrees to pay the Supplier the actual costs of rendering such assistance.

18 Additional Service Fees

- 18.1 Additional servers to be backed up will be charge @ £60 per month.
- 18.2 In the event of a catastrophe, fees for the "Disaster Recovery Service" will be £400 plus all applicable freight and shipment costs to deliver a new EBA that will contain the most current data loaded at the datacentre. Additionally, any service required to provide access to that data is included.
- 18.3 Fees for continuation of the BCP emergency service will be charged at £5000 per calendar month.
- 18.4 The Customer may request the Supplier to invoke server(s) virtualisation on the onsite EBA when no disaster has occurred. All time involved with this process will be charged at the Supplier's standard rates as stated on the Order Form or Quote. This service is not subject to any SLA or RTO's stated in clause 16 of these Back Up Terms.
- 18.5 The Customer may request the Supplier to invoke server(s) virtualisation on the onsite EBA and for that server(s) virtualisation to be placed into the Customer's production environment / live network contrary to the Supplier's recommended recovery advice. All time involved with this process including restoration will be charged at the Supplier's standard rates as stated on the Order Form or Quote. This service is not subject to any SLA or RTO's stated in clause 16 of these Back Up Terms.
- 18.6 The Customer may request the Supplier to invoke the BCP service when no disaster has occurred. All time involved with this process will be charged at the Supplier's standard rates as stated on the Order Form or Quote plus an additional £150 per day for use of the Supplier's datacentre infrastructure. This service is not subject to any SLA or RTO's stated in clause 16 of these Back Up Terms.
- 18.7 Any amounts disputed should be notified in writing to the Supplier within 7 days of receipt of the invoice giving the reasons for withholding payment. Upon receipt of the Customer's dispute notice, the Supplier and Customer will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. The Customer agrees to pay any disputed amounts within 5 days once the issues have been resolved.
- 18.8 Fees for onsite recreation of BASE IMAGE will be charged at £500.

19 Excluded Services

Services rendered under Schedule B does not include:

- 19.1 Excluding the EBA, hardware replacement cost and the cost associated with hardware replacement falls outside the Agreement.

- 19.2 Local data may reside on your desktop and laptop machines. The Agreement encompasses only Windows servers only.

20 Loaned Equipment

- 20.1 The Customer agrees that the EBA unit utilised by the Supplier, in the execution of the Back Up Service shall remain the property of the Supplier, and must be returned if requested. The Customer further agrees to cease the use of any technology that remains the property of the Supplier upon termination of the Agreement. If the EBA unit is stolen, is damaged and cannot be repaired under warranty or is destroyed, the Customer must continue to pay the monthly service fees as stated on the Order Form or Quote and payable to the end of the Agreement.
- 20.2 If the Customer's data set becomes more than the EBA unit is capable of backing up with the retention levels set in A.12a then the Supplier will notify the Customer that the Supplier will provide a larger replacement or additional EBA unit within 20 Business Days. The Customer agrees to provide access to the Customer's premises for installation of the new EBA unit within 5 Business Days of the Supplier's notification. Failure by the Customer to give the Supplier access may result in backup failures and will be exempt from support and the Supplier's Back Up Service under these Back Up Terms. The new EBA device will be subject to a new service Term from the date of installation and the Customer shall be liable for all fees set out in the Order Form or Quote.
- 20.3 If the total number Customer's servers to be backed up by the onsite EBA unit increases beyond the Supplier's recommended capability the Supplier will provide a larger replacement or additional EBA unit as set out in clause 20.2 of these Back Up Terms.

21 Equipment & Facilities

The Customer agrees that the Supplier may utilize certain items of the Customer's equipment and may gain access to certain Customer facilities. The Customer retains title and ownership in all of the Customer's equipment owned by the Customer and utilized by the Supplier, and must grant authority for the Supplier to access the Customer's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Customer understands that the Supplier may be unable to perform their duties adequately and if such a situation should exist, the Supplier will be indemnified against all liabilities, costs, expenses, damages and losses it suffers or incurs as a consequence.

22 Customers Responsibility

The Customer agrees to notify the Supplier of any changes to the Customer's server(s) covered by the Supplier's service in these Back Up Terms. This includes changes or modifications to

- 22.1 Server(s) physical or logical hard drive(s)
- 22.2 Server(s) Installation or re-installation of operating system
- 22.3 Server(s) formatting or re-formatting hard drives

The Customer agrees to notify the Supplier of any disk or database defragmentation and the Customer further agrees that it is understood that any disk or database defragmentation may significantly delay off siting of backup data to the Supplier's datacentre and may result in the Supplier having to recreate the BASE IMAGE and may be subject to fees as set out in clause 18 of these Back Up Terms.

The Customer agrees and understands that any requests to reduce the scheduled backup window as set by the Supplier will result in no backups being taken by the service at any times outside of the new backup window.

23 Passwords

The Supplier acknowledges that it must have access to any and all systems and resources to perform their duties under the Agreement. As such, it must have access to any and all passwords required to operate the Service. The Customer understands that the backup data will always be encrypted and not accessible to anyone who does not have the password.

24 Warranty

- 24.2 As long as the monthly fees are current, the EBA unit is fully warranted and no additional charges will be incurred for hardware failure. Firmware updates are also included.
- 24.3 No other warranties exist, expressed or implied.

25 CHANGES TO THE SERVICE SPECIFICATION

- 25.1 We may change the specification of the Back Up Services to reflect changes in service provision, service upgrades and enhancements or RTO schedules. If we make a change to the specification of the Back Up Services, we will publish a revised version of the specification at lanmark.com/terms-of-business/. The revised specification will become effective as to you on the first to occur of:
 - 25.1.1 the first day of a renewal term for the Back Up Services that begins at least thirty (30) days after the time that the revised specification has been posted;
 - 25.1.2 the Customer's execution of a new or additional agreement for all or part of the Customer's Back Up Service that incorporates the revised specification reference; or
 - 25.1.3 thirty (30) days following our written notice to you of the revision to the specification.

Table 1

| Agreement Fees, Renewal and Termination | |
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| Renewal Process | <p>The Customer agrees to pay all Back Up Service Fees. The fees stated in the above service cost table are not fixed and will change where additional changes or amendments are made under the Agreement including (but not limited to):</p> <ul style="list-style-type: none"> • increase in numbers of servers or Customer Sites; • increase in the amount of offsite storage; • require additional requested bespoke Services. <p>Changes to will not affect Agreement dates or length of Term unless both Supplier and Customer agree in writing. All changes and additions to the Agreement will be appended using an agreement addendum.</p> |
| Termination | <p>The Customer can terminate the Agreement upon giving no less than 90 days written notice to expire at the end of the Initial Term or any Subsequent Term (as the case may be). The Customer will be required to settle in full the balance of the entire agreement net total which will comprise of the Service cost total outlined above plus agreement addendums before termination of the Agreement. Please note early termination fees may apply from Lanmark and/or third-party companies to which you will also be liable for.</p> |
| Recovery Time Objective (RTO) | |
| Description | <p>The Recovery Time Objective (“RTO”) is the duration of time and a service level within which a business process should optimally be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.</p> |
| Problem and RTO | Comments |
| Standard server files - RTO: 30 minutes | The backup technicians will start a file restore within 30 minutes of notification. Time to complete dependent on file recovery size. |
| Single email recovery - RTO: 2 hours | The backup technicians will start a mailbox restore and email content search within 30 minutes of notification. Time to complete is dependent on mailbox size. |
| Entire single Mailbox recovery - RTO: 2 hours | The backup technicians will start a mailbox or database restore within 30 minutes of notification. Time to complete dependent on recovery data size. |
| Multiple mailboxes recovery - RTO: 4 hours | The backup technicians will start the mailbox restores within 60 minutes of notification. Time to complete is dependent on mailbox sizes. |
| Entire Exchange database recovery - RTO: estimated 8 hours | The backup technicians will call your registered exchange support contact within 30 minutes to discuss where to restore the database to and if log files are required to be restored. Your exchange support contact will be responsible for getting your exchange server back online and operational. |

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| Microsoft SQL or Oracle database recovery - RTO: estimated 8 hours | The backup technicians will call your registered database dba (“DBA”) to discuss where to restore the database to and if log files are required to be restored. Your DBA will be responsible for getting your database back online and operational. |
| Server Failure - RTO: 60 minutes* | The backup technicians will start the server virtualisation within 30 minutes of notification. Time to complete the virtualisation of the server is dependent on the amount of snapshot files that need to be concatenated. |
| Archive File/Folder/Database recovery - RTO: 24 hours | The backup technicians will start a restore from our datacentre repository within 8 hours of notification. Time to complete is dependent on file sizes and Customer’s internet connection speed. |
| Business Continuity / Premises Failure - RTO: estimated 8 hours** | The backup technicians will call your registered business continuity contact within 30 minutes to discuss the nature of the emergency and possible recovery solutions. If full BCP is required, the backup technicians will start to virtualise server onto our datacentre fabric within 30 minutes of the call. The backup technicians will require the Customer’s IT support contact to initiate Internet DNS changes. Time to complete the virtualisation of all servers and test connections is dependent on the total number of servers to be virtualised. |
| Restoration from BCP if in operation less than 24 hours - RTO: estimated 8 hours** | The backup technicians will call your registered business continuity contact within 60 minutes to discuss the restoration process. As the BCP service has only been operational for a short amount of time it may be considered that restoration is not required and changed files are subsequently restored by backup technicians on an as needed basis. This approach can result in data loss. The Customer’s on premises servers must be available and have Internet access. The backup technicians will require the Customer’s IT support contact to initiate Internet DNS changes back to their original state. Time to restore data from the datacentre to the recovered Customer servers is dependent on the total amount of changed data. |
| Restoration from BCP service - RTO: estimated 8 hours** | The backup technicians will call your registered business continuity contact within 60 minutes to discuss the restoration process. The Customer’s on premises servers must be available and have internet access but should not be accessible by staff. Following data restoration, the backup technicians will require the Customer’s IT support contact to initiate internet DNS changes back to their original state. Time to restore data from the datacentre to the recovered Customer servers is dependent on the total amount of changed data. |

* only applies to Epicbackup Appliances (excludes NAS)

** only applies to Epicbackup eCloud Enterprise (excludes eCloud Business)