



Microsoft Backup Terms

VERSION 1.0



Document Control

| | | | |
|--------------------|------------------------|---------|--------------------|
| Document Reference | Microsoft Backup Terms | | |
| Document Version | 1.0 | | |
| Document Date | October 2020 | | |
| Revision History | Date | Version | Reason |
| | 22/10/20 | 1-0 | Document Published |
| | | | |
| | | | |

TERMS OF SERVICE – Microsoft Backup Terms

Introduction

These Lanmark Managed Service for Microsoft 365 and Office 365 Backup Terms of Service (“Microsoft 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 Microsoft 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 Microsoft Back Up Terms, all capitalised terms used in these Microsoft Back Up Terms shall have the meaning given to them in the MSA.
2. The terms set out in these Microsoft 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 Microsoft Back Up Terms shall take precedence over the MSA.

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

These services will commence on the start date stated on the Authorised Order Form.

2 Duration of Service

This Service(s) specified in this schedule is for the minimum term stated on the Authorised Order Form and is automatically renewable for a further minimum stated term at the end of this initial period and will continue to renew on completion of each term indefinitely unless either party gives the other thirty (30) days’ prior written notice of its intent not to renew the Service(s) at the anniversary of the initial or renewable term.

3 PLACE OF DELIVERY

Remote only Managed Service.

4 Definition

Supplier offers cohesive Backup and Recovery Managed Service designed to backup Microsoft 365 and Office 365 components.

4.1 Services Provided

Monday – Friday 8:00 – 18:00 (Standard service hours) Managed Service Desk for the backup and restoration solution as specified on the Authorised Order Form.

5 Service Monitoring

- 5.1 24x7 monitoring by our Network Operations Team
- 5.2 Remediation of issues related to faulty backups

6 Routine retrieval testing.

The integrity of backups is checked as they occur and are tested for recovery on a quarterly basis by mounting a randomly chosen Mailbox, SharePoint or OneDrive items and restoring no less than 100 megabytes of data from multiple folders to a PST file.

7 Recovery Time Objective (RTO)

- 7.1 The Supplier will log all backup and retrieval activities from the Customer.
- 7.2 The Supplier will attempt to resolve access, backup, or retrieval problems within 2 hours of the first request. We can restore a file, file folder, email or an entire mailbox as needed.

8 Additional Service Fees

- 8.1 The provided Backup and Recovery solution will be set to automatically backup all newly created Microsoft 365 or Office 365 mailboxes. The Supplier will charge pro rata for all additionally created mailboxes automatically from the date of creation.
- 8.2 The Customer may request the Supplier to perform additional configuration or data restoration outside of the standard service hours and will be charged the minimum out of hour fee as stated on the Authorised Order Form.

9 Customers Responsibility

The Customer agrees to notify the Supplier of any changes to the Customers users(s) or mailbox(es) covered by the Supplier's solution.

This includes changes or modifications to

- 9.1 Removal of a mailbox from the backup solution and no data retention is required.
- 9.2 Removal of a mailbox from the backup solution but retention of data is required.

The Customer agrees and understands that failure to notify the removal of a user / mailbox will result in the Customer still being charged for the backup of the mailbox.

10 Exemptions

- 10.1 The Supplier cannot guarantee a backup or restoration time for data due to
 - 10.1.1 Availability of Backup and Restoration solution
 - 10.1.2 Size of data to be backed up or restored
 - 10.1.3 Customers Internet connection speed
 - 10.1.4 A restoration is not possible until a full backup of a User mailbox, SharePoint site or OneDrive folder has been taken

11 CHANGES TO THE SERVICE DEFINITION

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