



# Backup Services

## Service Schedule

June 2026 Edition

Effective from 15 June 2026

**Lanmark Limited**

Company number 02977539

Registered office: West Hill House, West Hill, Dartford, DA1 2EU

[lanmark.com/terms-of-business](https://lanmark.com/terms-of-business)

*Part of the Lanmark Terms of Business suite, published 15 June 2026.*

## Document control

Field	Value
Document title	Lanmark Limited Backup Services Schedule
Document reference	Lanmark Service Schedule: Backup
Version	June 2026 Edition
Document date	Effective from 15 June 2026
Status	Published (June 2026 Edition)
Supersedes	Lanmark Epicbackup Terms of Service and Lanmark Microsoft 365 Backup Terms
Layer	Layer 2 (Service Schedule) of the Lanmark T&C suite
Sits under	Lanmark Master Services Agreement (as in effect from time to time, published at <a href="https://lanmark.com/terms-of-business">lanmark.com/terms-of-business</a> )

## Revision history

Date	Version	Reason
15 June 2026	June 2026 Edition	First publication of the Lanmark Terms of Business suite (June 2026 Edition).

## 1. Purpose and scope

- 1.1** This Service Schedule sets out the service-specific terms on which Lanmark provides Backup Services to the Client. It supplements, and is to be read with, the Lanmark Master Services Agreement (MSA), including (in particular) Clause 16 of the MSA (Backup arrangements (framework)), and the Order Form.
- 1.2** The Service comprises two distinct backup offerings, which the Client may take in any combination as identified in the Order Form:
- (a) EpicBackup: Lanmark's own managed backup service for Windows and Linux servers, comprising an on-site backup appliance (the EpicBackup Appliance or EBA), offsite replication to two United Kingdom datacentres, encrypted storage, defined Recovery Time Objectives, and a Business Continuity Platform (BCP) for virtualisation of in-scope servers in disaster recovery scenarios (Clause 3.1);
  - (b) Microsoft 365 Backup: a managed cloud backup service for the Client's Microsoft 365 user and group mailboxes (emails, attachments, calendars and contacts), delivered through a Third Party Provider's platform, with multiple automated backups per day, granular and full restore, and Client choice of storage region (Clause 3.2).
- 1.3** Azure Backup is not covered by this Schedule. The Azure Backup licensing and consumption itself is supplied through the Microsoft CSP Services Schedule (where the Client purchases it from Lanmark). Management of Azure Backup is the Client's responsibility, save where the Client subscribes to the IT Support Services Schedule under which Lanmark manages the Azure Backup configuration as part of the managed support service, or where Lanmark has expressly agreed to manage Azure Backup under a separately-quoted project.
- 1.4** Both backup offerings are higher-risk Services because backup failure can have material commercial and operational consequences for the Client. This Schedule is to be read with that in mind, including the Service-specific disclaimers at Clause 9, the Client indemnity at Clause 8 and the framework provisions at Clause 16 of the MSA.
- 1.5** Subject to Clause 1.3 of the MSA (order of precedence), this Schedule prevails over the MSA only in respect of the specific Service detail it covers and only where this Schedule explicitly states an override.

## 2. Definitions

The following definitions apply in this Schedule. Defined terms in the MSA have the meanings given to them in the MSA and are not redefined here.

**Archive Recovery** means the recovery of data from an archive backup stored in a UK Datacentre, as distinct from the recovery of recent backup data held on the EBA or in primary replicated storage.

**BASE IMAGE** means the foundational image of an in-scope Windows or Linux server captured by EpicBackup, from which incremental and synthetic backups are derived.

**BCP** means the Business Continuity Platform provided as part of EpicBackup, which permits the virtualisation of in-scope servers on the EBA or in a UK Datacentre in disaster recovery scenarios. BCP virtualisation is a technical hosting capability that runs an affected in-scope server as a virtual machine; it is not a wider business continuity coordination service (see Clause 4.2(f) and Clause 9.4).

**Business Day** means any day other than a Saturday, Sunday or English bank holiday.

**EBA** means the EpicBackup Appliance, being the on-site backup appliance loaned by Lanmark to the Client for the duration of the EpicBackup Service. The EBA remains Lanmark's property at all times in accordance with Clause 13.5.

**EpicBackup** means the EpicBackup managed server backup Service described at Clause 3.1.

**EpicBackup Three-Level Backup Standards** means the operational standards for EpicBackup set out at Clause 3.3: three (3) copies of data, two (2) UK Datacentres, with at least ten (10) kilometres of physical separation between the two UK Datacentres.

**M365 Backup** means the Microsoft 365 Backup Service described at Clause 3.2.

**RTO** means Recovery Time Objective: the target maximum time within which Lanmark will restore the relevant data or virtualised server following a Recovery Request that Lanmark has accepted in accordance with Clause 5.1.2, as set out at Clause 5.1.

**Recovery Request** means a request by the Client (or by a Lanmark engineer on the Client's behalf where the Client has a Retainer Support engagement under the IT Support Services Schedule) to restore data, restore a system, or invoke BCP in respect of an EpicBackup-protected server or an M365 Backup-protected tenant.

**Service** means in this Schedule, the Backup Services described in this Schedule (comprising EpicBackup, M365 Backup or both, as identified in the Order Form).

**Support Hours** means Monday to Friday, 8.00am to 6.00pm UK time, excluding English bank holidays. Support Hours apply to Lanmark engagement management for the Service. EpicBackup operates continuously (backups run on the EBA in accordance with the agreed backup frequency); M365 Backup operates on the Third Party Provider's continuous backup schedule.

**Third Party Provider Terms** means the terms published by the Third Party Provider that supplies the Microsoft 365 Backup platform from time to time, including any service level commitments, processing terms, fair use, retention, technical or platform limits, and data protection particulars.

**UK Datacentre** means a datacentre located in the United Kingdom that Lanmark uses, directly or through a datacentre infrastructure provider, to store EpicBackup-replicated data.

## 3. Service description

### 3.1 EpicBackup

- 3.1.1** EpicBackup is Lanmark's own managed server backup Service. It is delivered substantively by Lanmark using Lanmark's own backup infrastructure. It is not a Third Party Provider passthrough.
- 3.1.2** EpicBackup covers in-scope Windows and Linux servers identified in the Order Form. EpicBackup does not cover desktops, laptops, mobile devices or non-server workloads. Where the Client requires backup of those workloads, separately-quoted arrangements apply.
- 3.1.3** EpicBackup comprises the following elements:
- (a) an on-site EBA appliance, sized to the Client's in-scope server estate and installed at the Client's primary site (the EBA is loaned by Lanmark to the Client and remains Lanmark's property: see Clause 13.5);
  - (b) scheduled backups of in-scope servers to the EBA, with backup frequency configurable as frequent as every fifteen (15) minutes;
  - (c) AES 256-bit encryption of backup data at rest (on the EBA and in offsite storage) and in transit (in accordance with TLS or equivalent transport security);
  - (d) automated offsite replication of backup data from the EBA to two UK Datacentres operated by Lanmark, or by a Lanmark-engaged datacentre infrastructure provider, with the two UK Datacentres separated by at least ten (10) kilometres in accordance with the EpicBackup Three-Level Backup Standards at Clause 3.3;
  - (e) a BCP capability that permits the virtualisation of an in-scope server on the EBA, or in a UK Datacentre, in a disaster recovery scenario where the primary server is unavailable;
  - (f) the Service Levels at Clause 5.1, including the EpicBackup RTOs for different recovery types;
  - (g) Lanmark engagement management during Support Hours for backup operational matters, in addition to any restoration support invoked under Clause 6.4.
- 3.1.4** EpicBackup is delivered on a per-server recurring subscription basis. The unit of charge is per protected in-scope server. The Order Form identifies the agreed number of in-scope servers at the Service Start Date, the per-server Fee, and the EBA model loaned to the Client. Additional servers added during the Term are charged in accordance with Clause 13.1.

### 3.2 Microsoft 365 Backup

- 3.2.1** M365 Backup is a managed cloud backup Service for the Client's Microsoft 365 environment. The substantive backup work (data capture, encrypted storage, retention management, restore capability) is delivered by the Third Party Provider's platform. Lanmark configures, manages and presents the M365 Backup Service to the Client and provides the Client-side engagement management.

**3.2.2** M365 Backup covers the following Microsoft 365 components in respect of in-scope licensed users:

- (a) user and group mailboxes, including emails, attachments, calendars and contacts;
- (b) such other Microsoft 365 components as the Third Party Provider's platform supports from time to time (the precise coverage at the Service Start Date is identified in the Order Form, and may be updated as the Third Party Provider's platform evolves).

**3.2.3** M365 Backup comprises the following elements:

- (a) multiple automated backups per day of in-scope Microsoft 365 data;
- (b) AES 256-bit encryption of backup data at rest and in transit;
- (c) granular and full restore options (the Client can restore an entire mailbox, or individual items such as a single email, calendar entry or attachment);
- (d) unlimited storage for in-scope backup data, subject to the Third Party Provider Terms and to any fair use, technical, retention or platform limits applicable to the M365 Backup platform from time to time;
- (e) auto-provisioning of new Microsoft 365 users into the M365 Backup policy, subject to the Third Party Provider's platform operating as intended, the required tenant permissions remaining in place, the user holding a Microsoft 365 licence covered by the configured policy, and the new user, mailbox type or workload falling within the workloads currently supported by the Third Party Provider's platform;
- (f) Client choice of storage region. The default storage region for M365 Backup is the United Kingdom. The Client may elect, in the Order Form (or by a written instruction to Lanmark made separately and accepted by Lanmark in writing), to use a different region offered by the Third Party Provider's platform (for example, Germany, the United States or another region). Where the Client elects a region outside the United Kingdom, the international transfer mechanism at Clause 13.8 of the MSA applies, and the Client is responsible for any compliance consequences arising from that choice;
- (g) the Service Levels at Clause 5.2.

**3.2.4** M365 Backup is delivered on a per-licensed-user recurring monthly subscription basis. The unit of charge is per Microsoft 365 licensed user enrolled in M365 Backup. The Order Form identifies the agreed number of in-scope licensed users at the Service Start Date and the per-user Fee.

### **3.3 EpicBackup Three-Level Backup Standards**

**3.3.1** Lanmark designs and operates EpicBackup to meet the EpicBackup Three-Level Backup Standards:

- (a) three (3) copies of data (the production data on the Client's source server, the backup on the EBA at the Client's primary site, and the offsite replicated copy or copies in the UK Datacentres);
- (b) two (2) UK Datacentres into which EpicBackup data is replicated;

(c) at least ten (10) kilometres of physical separation between the two UK Datacentres, to mitigate geographic risk.

**3.3.2** The EpicBackup Three-Level Backup Standards are the operational standards for EpicBackup. They do not apply to M365 Backup. The M365 Backup storage architecture, redundancy and storage location are determined by the Third Party Provider's platform and by the Client's choice of storage region under Clause 3.2.3(f), and are subject to the Third Party Provider Terms.

**3.3.3** The EpicBackup Three-Level Backup Standards are relied on in connection with the Client indemnity at Clause 16.3 of the MSA, which protects Lanmark where a Client's data loss arises from the Client's decision not to take Lanmark backup or to use backup arrangements that do not meet a Lanmark-recommended standard.

## 4. In scope and out of scope

### 4.1 In scope

The Service includes:

- (a) the backup offerings selected in the Order Form (EpicBackup, M365 Backup, or both);
- (b) the EBA deployment and ongoing operation for EpicBackup, where in scope;
- (c) scheduled backups, offsite replication (for EpicBackup) or third-party platform storage (for M365 Backup), and restoration support in accordance with Clauses 5 and 6.4;
- (d) Lanmark engagement management for the Service during Support Hours, including onboarding (Clause 6.1), restoration support (Clause 6.4) and BCP invocation (Clause 6.5);
- (e) the Service Levels at Clause 5.

### 4.2 Out of scope

The following are out of scope of the Service and are not provided as part of the Service Fees. Where any of the following is required, it is provided (where Lanmark is able to provide it) as separately-quoted work or under a separate Service Schedule:

- (a) backup of desktops, laptops, mobile devices, mobile applications, IoT devices or any non-server workload (separately quoted as project work if Lanmark is able to provide such a service);
- (b) backup of Azure-hosted infrastructure or Azure consumption services (Azure Backup as a Microsoft product is supplied under the Microsoft CSP Services Schedule for the licensing, and managed under the IT Support Services Schedule where the Client has a Retainer Support engagement under the IT Support Services Schedule, or by separately-quoted project);
- (c) backup of any Microsoft 365 component not identified in the Order Form (M365 Backup is scoped at the Service Start Date and may be extended by Change Request under the MSA);
- (d) backup of bespoke or legacy applications that the EpicBackup or M365 Backup platform cannot back up natively without separately-engineered integration;
- (e) rebuilding or reinstalling the Client's production environment after a disaster (the Service restores data and, in the case of EpicBackup BCP, provides temporary virtualisation; full production rebuild is separately-quoted project work);
- (f) wider business continuity coordination, including communications planning, manual workarounds, alternate site coordination, vendor coordination beyond the BCP virtualisation provided by EpicBackup, regulatory breach notification, forensic investigation, ICO reporting and the management of the Client's wider business continuity plan (covered by the Managed Cyber Security Services Schedule where applicable, or by separately-quoted incident response or business continuity work);

- (g) general IT support and managed support of the Client's environment (covered by the IT Support Services Schedule);
- (h) anything stated as out of scope in the Order Form.

## 5. Service Levels

### 5.1 EpicBackup Service Levels

**5.1.1** Lanmark targets the following Recovery Time Objectives for EpicBackup Recovery Requests, measured from the time Lanmark accepts the Recovery Request under Clause 5.1.2 to the time the relevant data or virtualised server is available to the Client. The RTOs are targets, not guarantees; actual recovery times depend on the volume of data to be restored, the size and configuration of the source environment, the availability of Client-side cooperation, network conditions and other factors outside Lanmark's reasonable control:

Recovery type	Target RTO	Notes
Standard file recovery	30 minutes	Recovery of individual files from the most recent backup held on the EBA.
SQL or Oracle database recovery	8 hours	Subject to data volume and source environment.
Full server virtualisation on the EBA (BCP)	60 minutes	Where the source server is unavailable and the Client invokes BCP.
Archive Recovery	24 hours	Recovery from archive storage in a UK Datacentre.

**5.1.2** For the purposes of Clause 5.1.1, Lanmark accepts a Recovery Request when Lanmark has acknowledged the Recovery Request through the Service Tooling and, in the case of a BCP invocation, has further confirmed that the affected in-scope server is within scope of the Service, the relevant backup is available, the Client has authorised BCP invocation, and any required Client-side access, credentials or information necessary to begin the BCP virtualisation have been provided. Until acceptance, the RTO clock at Clause 5.1.1 does not begin.

**5.1.3** Lanmark will use reasonable endeavours to commence work on an EpicBackup Recovery Request promptly during Support Hours. Recovery work that requires Lanmark engineer time outside Support Hours is provided where Lanmark agrees and may incur additional charges under Clause 13.

### 5.2 Microsoft 365 Backup Service Levels

**5.2.1** M365 Backup is delivered through the Third Party Provider's platform. The substantive backup, encryption, storage and restore mechanics are operated by the Third Party Provider and are subject to the Third Party Provider Terms in force from time to time.

**5.2.2** Lanmark will use reasonable endeavours to respond to M365 Backup Recovery Requests and operational queries during Support Hours, with a target initial response time of two (2) hours within Support Hours. Actual restoration times depend on the volume and granularity of data to be restored, the Third Party Provider's platform processing time, the Client's choice of storage region and other factors outside Lanmark's reasonable control.

**5.2.3** Lanmark does not commit to operating standards or service level commitments for the M365 Backup platform that are different from, or more onerous than, those published by the Third Party Provider. Where the Third Party Provider fails to meet a published service level commitment, Lanmark's obligation and liability in respect of that failure is limited to using reasonable endeavours to pass through, or assist the Client in pursuing, any remedies available under the Third Party Provider Terms. This Clause 5.2.3 is a Service-specific application of Clauses 11.2 and 17.4 of the MSA.

### **5.3 Service Level measurement and exclusions**

**5.3.1** Lanmark's records of Recovery Requests, RTO performance and Service activity (held in the Service Tooling and in Lanmark's backup management systems) are the authoritative record of Lanmark Service Level performance, save in the case of manifest error. The Third Party Provider's records of M365 Backup activity are the authoritative record of Third Party Provider activity.

**5.3.2** Time spent waiting for Client action (including delay in providing access, delay in confirming Recovery Request scope, delay in nominating a Recovery contact, or any other Client-controlled matter) does not count towards any applicable Service Level.

**5.3.3** The Service Levels at this Clause 5 are service management targets. They do not give rise to service credits, fee reductions, repayment of Fees or any similar monetary remedy. Where Lanmark fails to meet an EpicBackup RTO target, Lanmark will use reasonable endeavours to investigate the cause and to remediate the underlying issue so that it does not recur. Where Lanmark fails to meet the M365 Backup engagement standard at Clause 5.2.2, Lanmark will use reasonable endeavours to address the underlying engagement issue. The Client's remedy in either case is service review and escalation through the IT Support Services Schedule (where the Client subscribes to it in parallel) or through Lanmark's commercial contact for the engagement. Subject to Clause 18 of the MSA, this Clause 5.3.3 states the Client's full and exclusive remedy, and Lanmark's only obligation and liability, for non-performance or non-availability of the Service Levels at this Clause 5.

## 6. Operational arrangements

### 6.1 Onboarding

- 6.1.1** Onboarding for EpicBackup includes site survey of the Client's primary site, sizing and configuration of the EBA, delivery and installation of the EBA, configuration of backup policies and schedules for in-scope servers, initial BASE IMAGE capture, configuration of offsite replication to the two UK Datacentres, and acceptance testing. The expected duration of onboarding is identified in the Order Form.
- 6.1.2** Onboarding for M365 Backup includes confirmation of the Client's Microsoft 365 tenant, configuration of the Third Party Provider's platform against the tenant, definition of backup policies and retention settings (in accordance with the Client's requirements and any agreed storage region under Clause 3.2.3(f)), and initial backup of in-scope mailboxes and components.
- 6.1.3** Where the Client has agreed an onboarding Fee, the Fee is identified in the Order Form.

### 6.2 EpicBackup operation

- 6.2.1** Once EpicBackup is operational, backups run on the EBA in accordance with the agreed backup frequency. The EBA replicates backup data offsite to the UK Datacentres in accordance with the configured replication schedule. Lanmark monitors EpicBackup operation continuously through its backup management tooling. Continuous monitoring does not mean continuous engineer remediation: Lanmark addresses operational issues during Support Hours, and out-of-hours intervention is at Lanmark's discretion and may attract additional charges under Clause 13.
- 6.2.2** Where Lanmark identifies an EpicBackup operational issue requiring Client action (for example, EBA storage near capacity, a backup job failing on a Client-side configuration issue, or a connectivity issue between the EBA and the UK Datacentres), Lanmark will notify the Client through the Service Tooling and the Client's nominated backup contact. The Client will cooperate with Lanmark to resolve the matter promptly.

### 6.3 M365 Backup operation and region selection

- 6.3.1** M365 Backup runs continuously on the Third Party Provider's platform. New Microsoft 365 users provisioned in the Client's tenant are automatically enrolled in M365 Backup, subject to the qualifications at Clause 3.2.3(e). Auto-provisioning does not absolve the Client of its responsibility under Clause 7(e) to notify Lanmark of material changes to the in-scope environment.
- 6.3.2** Where the Client has elected a storage region outside the United Kingdom under Clause 3.2.3(f), the Client acknowledges that the international transfer mechanism at Clause 13.8 of the MSA applies to that election, and that the Client is responsible for any consequences arising from the choice of non-UK region (including any compliance, residency or data protection implications). The election must be recorded in the Order Form, or in a separate written instruction accepted by Lanmark in writing, so that the Client's instruction is evidenced.

## 6.4 Restoration and recovery

- 6.4.1** The Client may make a Recovery Request through the Service Tooling or through the published support channels at Clause 6.7. Each Recovery Request should specify the data to be restored, the target restoration point, the destination for the restored data, and any Recovery contact for clarification.
- 6.4.2** For EpicBackup, restoration is included in the recurring Fees for standard file, database and server recoveries within the scope of Clause 5.1.1. The following EpicBackup-specific restoration scenarios are subject to additional Fees as set out at Clause 13.1, reflecting the additional engineering or infrastructure required:
- (a) a disaster recovery event where Lanmark or the Client invokes BCP and Lanmark performs the full disaster recovery activity (the DR Fee at Clause 13.1.2(a));
  - (b) continued operation of the BCP virtualisation beyond ninety (90) days from BCP invocation (the BCP continuation Fee at Clause 13.1.2(b));
  - (c) BCP-as-test (a scheduled test of the BCP virtualisation capability outside a real disaster scenario) (the BCP test Fee at Clause 13.1.2(c));
  - (d) recreating the BASE IMAGE for an in-scope server (the BASE IMAGE recreate Fee at Clause 13.1.2(d)).
- 6.4.3** For M365 Backup, restoration is included in the recurring Fees. The Client (or Lanmark on the Client's behalf where the Client has a Retainer Support engagement under the IT Support Services Schedule) initiates restoration through the Third Party Provider's platform under Lanmark's engagement support.
- 6.4.4** For the avoidance of doubt, the boundary between included BCP virtualisation and the chargeable DR Fee at Clause 13.1.2(a) operates as follows. The BCP RTO target at Clause 5.1.1 covers the technical virtualisation of an affected in-scope server as a virtual machine on the EBA or in a UK Datacentre. The DR Fee at Clause 13.1.2(a) covers the wider disaster recovery activity Lanmark performs in connection with the BCP invocation, including (without limitation) the engineer time, environment preparation, configuration of the virtualised server, validation, and coordination with the Client during the disaster recovery scenario. The technical virtualisation target and the wider DR activity are distinct items, and the DR Fee is not duplicative of the BCP virtualisation included in the recurring Fees.

## 6.5 BCP invocation

- 6.5.1** Where an in-scope server becomes unavailable and the Client (or Lanmark, where appropriate) determines that BCP virtualisation is required, the Client may invoke BCP by Recovery Request. Lanmark will use reasonable endeavours to virtualise the affected server on the EBA, or in a UK Datacentre, in accordance with the BCP RTO at Clause 5.1.1, measured from the time of acceptance of the Recovery Request under Clause 5.1.2.
- 6.5.2** BCP virtualisation is intended as a short-term disaster recovery measure to maintain business operations while the Client (or Lanmark, under separately-quoted project work or under the IT Support Services Schedule) rebuilds the production environment. BCP virtualisation continues for up to ninety (90) days from BCP invocation. Where BCP

virtualisation is required beyond that period, the BCP continuation Fee at Clause 13.1.2(b) applies.

- 6.5.3** BCP-as-test (a scheduled test of BCP virtualisation outside a real disaster scenario) may be arranged by the Client by prior written request. The BCP test Fee at Clause 13.1.2(c) applies.
- 6.5.4** For the avoidance of doubt, BCP virtualisation is the technical capability to run an affected in-scope server as a virtual machine on the EBA or in a UK Datacentre. It is not a wider business continuity coordination service. Lanmark does not, as part of BCP virtualisation, manage the Client's wider business continuity plan, manual workaround procedures, communications with the Client's staff or customers, alternative site coordination, or any other operational recovery activity beyond the technical virtualisation, save where Lanmark has been separately engaged to do so.

## 6.6 Reporting

- 6.6.1** Lanmark provides the Client with periodic backup status reporting through the Service Tooling. The standard cadence is monthly where the Client also subscribes to Retainer Support under the IT Support Services Schedule, and on request otherwise.

## 6.7 Support channels and hours

- 6.7.1** The Service is accessed through Lanmark's designated support channels (the Service Tooling, the published service desk email address and the published service desk telephone number). Recovery Requests, BCP invocation and operational queries are all routed through the same channels.
- 6.7.2** Lanmark engagement management is provided during Support Hours. EpicBackup itself operates continuously (backups run on the EBA and replicate offsite continuously). Where Lanmark engineer time is required outside Support Hours (for example, urgent BCP invocation, urgent Recovery Request), Lanmark will use reasonable endeavours to provide that support, and additional charges may apply under Clause 13.

## 7. Client responsibilities

To enable Lanmark and the Third Party Provider (for M365 Backup) to deliver the Service, the Client will:

- (a) grant Lanmark and (for M365 Backup) the Third Party Provider the access required to deploy and operate the Service, including access to the primary site for EBA installation, network access for backup and replication, and administrative access to the Microsoft 365 tenant for M365 Backup;
- (b) provide accurate information about the in-scope servers (for EpicBackup) and the in-scope Microsoft 365 environment (for M365 Backup), including the source data and any dependencies relevant to backup and recovery;
- (c) permit and facilitate the installation, ongoing operation and maintenance of the EBA at the Client's primary site, including the provision of suitable rack space or other physical location, power, cooling and network connectivity;
- (d) look after the EBA in the Client's care, including taking reasonable steps to protect the EBA from physical damage, environmental damage and unauthorised access, and not move the EBA from the agreed primary site without Lanmark's prior written consent;
- (e) notify Lanmark of any material change to the in-scope environment, including the addition or removal of servers, the introduction of new Microsoft 365 components or users, changes to source data location, and changes that may affect backup or recovery;
- (f) act on Lanmark notifications of operational issues with EpicBackup or M365 Backup that require Client action (for example, EBA storage near capacity, a backup job failing on a Client-side configuration issue, or a Microsoft 365 administrative consent issue);
- (g) nominate a Recovery contact at the Client to make and authorise Recovery Requests, and to receive Recovery-related communications;
- (h) respond promptly to Lanmark requests for information, access, approval or instructions in connection with the Service;
- (i) where the Client elects a non-UK storage region for M365 Backup under Clause 3.2.3(f), record that election in the Order Form (or in a separate written instruction accepted by Lanmark in writing) and accept the consequences of that choice in respect of international data transfer mechanisms, compliance obligations and residency considerations;
- (j) comply with the Third Party Provider Terms applicable to M365 Backup, to the extent those terms apply to the Client's use of the Service;
- (k) notify Lanmark before onboarding (and from time to time as relevant) where the in-scope source data contains substantial volumes of special category Personal Data, criminal offence data, children's data or other unusually sensitive data (Clause 10);
- (l) on termination or expiry of the EpicBackup Service, return the EBA to Lanmark in accordance with Clause 13.5, in good working order subject to fair wear and tear.

Where the Client does not meet a responsibility under this Clause 7, and that failure causes or materially contributes to a backup failure, an inability to restore data, a Client loss arising in connection with the Service or a third-party claim, Lanmark and (for M365 Backup) the Third Party Provider are not liable for the consequent loss or damage, and the Client's indemnity at Clause 8 applies to the extent set out in Clause 8.

## 8. Indemnification

- 8.1** The Client will indemnify Lanmark against any third-party claim made against Lanmark (including regulatory action by any regulator or supervisory authority, and including claims by employees, customers or counterparties of the Client), and against Lanmark's reasonable costs and expenses (including reasonable legal fees) incurred in connection with such third-party claim or regulatory action, where the claim or action arises out of or in connection with:
- (a) the Client's breach of any obligation under this Schedule, the MSA, the Third Party Provider Terms or any applicable Microsoft terms;
  - (b) the Client's failure to provide accurate or complete information about the in-scope environment, or the Client's failure to notify a material change as required under Clause 7(e) or Clause 7(k);
  - (c) the Client's failure to act on a Lanmark notification of an operational issue requiring Client action under Clause 7(f);
  - (d) the Client's choice of a non-UK storage region for M365 Backup under Clause 3.2.3(f), where that choice has consequences for international data transfers, compliance or residency that lead to a third-party claim, except to the extent that the claim arises from Lanmark configuring the storage region other than in accordance with the Client's written instruction;
  - (e) any third-party claim or regulatory action arising from the Client's failure to protect the EBA in its care, or from the Client's failure to return the EBA on termination as required under Clauses 7(l) and 13.5 (for the avoidance of doubt, the first-party replacement-cost charge under Clause 13.5.4, and any first-party repair-cost charge under Clause 13.5.5, are separate first-party payment obligations of the Client to Lanmark and are not subject to this indemnity).
- 8.2** The indemnity at Clause 8.1 does not apply to the extent that the matter giving rise to the third-party claim or regulatory action is caused by the gross negligence or wilful misconduct of Lanmark, or by Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. For the avoidance of doubt, the indemnity is given without prejudice to, and does not narrow, the non-excludable carve-outs at Clause 18.1 of the MSA.
- 8.3** The Client's indemnity at this Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA (including the per-Service per-Contract Year cap at Clause 18.2 and the exclusions at Clause 18.3 of the MSA). Clause 18.2.2 of the MSA applies. The Client indemnity at Clause 16.3 of the MSA (which applies where the Client's backup decisions cause loss) operates in addition to the indemnity at this Clause 8.
- 8.4** Lanmark will give the Client prompt written notice of any third-party claim or regulatory action that may give rise to an indemnity under Clause 8.1, and will not settle or admit liability without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). The Client may take conduct of the defence at the Client's cost where Lanmark gives its prior written approval, such approval not to be unreasonably withheld. Lanmark may refuse approval where, in Lanmark's reasonable opinion, the claim or regulatory action concerns Lanmark's own legal, regulatory, confidentiality or reputational interests, including (without

limitation) any matter involving Lanmark's confidential information, the Third Party Provider's platform, Lanmark's backup infrastructure or methodology, other clients of Lanmark, or any direct investigation of Lanmark by a regulator or other authority. Where Lanmark refuses approval, Lanmark will assume conduct of the defence and will keep the Client reasonably informed.

## 9. Disclaimers and no guarantee of complete recovery

- 9.1** The Service is a managed backup Service. It is designed to reduce the risk of permanent data loss and to support recovery from common loss scenarios. The Service does not guarantee complete recovery of every dataset in every circumstance. In particular, and without limitation, Lanmark does not warrant or guarantee that:
- (a) every backup will complete without error;
  - (b) every Recovery Request will result in the recovery of every requested item;
  - (c) the EBA, the offsite UK Datacentre infrastructure, or the Third Party Provider's M365 Backup platform will operate without interruption, fault, downtime or environmental incident;
  - (d) data corruption present in the source system at the time of backup will be detected or remediated by the Service;
  - (e) data deleted, modified or encrypted by malicious activity (including ransomware) will be recoverable where the affected data is also affected on the backup before a clean restore point is available. For the avoidance of doubt, EpicBackup and M365 Backup are backup services, not security or threat-detection services; the Service does not have, and Lanmark does not assume, an obligation to detect malicious activity, which falls within the Managed Cyber Security Services Schedule where the Client subscribes to it and the Client's own security tooling and processes in any event;
  - (f) data covered by a non-UK storage region election under Clause 3.2.3(f) will not be subject to the legal, regulatory or residency consequences of that region.
- 9.2** For M365 Backup, the Third Party Provider's platform is supplied to the Client under the Third Party Provider Terms. Lanmark does not give any separate warranties (express, implied or statutory) in respect of the Third Party Provider's platform, save to the extent that any such warranty cannot be excluded under applicable law. This Clause 9.2 does not exclude any warranty or other obligation that cannot be excluded under applicable law, and does not affect Lanmark's own obligation to configure, manage and provide engagement support for the Service in accordance with the MSA and this Schedule.
- 9.3** Subject to Clause 18 of the MSA, Lanmark is not liable for any backup failure, loss of data or inability to restore data that is caused by environmental conditions, human error of the Client, third-party action, the Third Party Provider's platform operating in accordance with the Third Party Provider Terms, or any other factor outside Lanmark's reasonable control, except to the extent caused by Lanmark's breach of an express obligation under this Schedule or the MSA, the gross negligence or wilful misconduct of Lanmark, or Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. This Clause 9.3 is the Service-specific operation of Clause 16.4 of the MSA.
- 9.4** The Client acknowledges that backup is one element of a broader data resilience and business continuity posture. The Service is designed to support recovery from data loss and short-term server unavailability. It is not a substitute for the Client's own broader business continuity arrangements, security controls, change management practice or operational governance, and it does not transfer the Client's residual operational risk in those areas to Lanmark.

## 10. Data protection particulars

This Clause 10 supplements Clause 13 (Data protection) of the MSA and sets out the Article 28 processing particulars for the Service. Defined terms in Clause 13 of the MSA apply in this Clause.

Article 28 particular	Value for the Backup Service
Subject matter of the processing	Provision of the Backup Services, comprising the capture, encryption, storage, replication and (on Recovery Request) restoration of Client data, including (for EpicBackup) Windows and Linux server data and (for M365 Backup) Microsoft 365 mailbox and related data.
Duration of the processing	For the duration of the Service, plus the retention periods configured for each backup tier. The default retention at the Service Start Date is: (i) for EpicBackup on the EBA (onsite at the Client's primary site), full BASE IMAGE retained, all monthly incrementals for twelve (12) months, five (5) weekly incrementals, fourteen (14) daily incrementals, and two (2) days of intra-daily incrementals; (ii) for EpicBackup in the UK Datacentres (offsite replicated copy), full BASE IMAGE retained, all monthly incrementals for eighty-four (84) months (7 years), five (5) weekly incrementals, and fourteen (14) daily incrementals; (iii) for M365 Backup, retained on the Third Party Provider's platform for the duration of the Service on a no-retention-policy basis (the platform keeps all backup data for as long as the subscription remains paid and active), unless a custom retention period or purge policy is configured in the Order Form. Custom retention for M365 Backup applies to Mailbox, OneDrive and SharePoint backups. Teams chat data is covered by a purge function only (no retention configuration is currently available, per the Third Party Provider's published platform constraints). The Third Party Provider's platform retains the latest available backup version of disabled Mailboxes, OneDrives, SharePoints and Teams chats as a fail-safe. The Order Form may vary the retention configuration at the Service Start Date or by Change Request thereafter. Backup data may be deleted by the Third Party Provider in the circumstances published in the Third Party Provider Terms, and only in those circumstances (the deletion mechanism is a Third Party Provider platform rule, not a Lanmark policy). The published circumstances include expiry or deletion of the Microsoft 365 organisation, exclusion of a user or group, deletion of the customer by the MSP, expiry of an unactivated trial, and non-payment of the subscription beyond the 14-day grace period applied by the Third Party Provider under its platform terms. The 14-day grace period is operated by the Third Party Provider against its platform subscription and is separate from, and does not displace, any payment cure or suspension and termination process operated by Lanmark under the MSA between Lanmark and the Client. Lanmark-held records relating to Service operation are governed by Lanmark's Data Protection and Retention Policy.
Nature and purpose of the processing	Collection, organisation, storage, retrieval, use, transmission and (where applicable) deletion of Personal Data for the purpose of providing the Backup Services and supporting Recovery Requests.
Types of Personal Data	Any Personal Data contained in the source data backed up by the Service. For EpicBackup, this is the Personal Data on the in-scope Windows and Linux servers. For M365 Backup, this is the Personal Data within the in-scope Microsoft 365 mailbox and component data (including email content,

	attachments, calendar entries, contact records and similar). The Service is configured to back up all source data as configured by the Client; Lanmark does not select, filter or curate Personal Data within the source data.
Categories of data subject	Any category of data subject whose Personal Data is contained in the source data backed up by the Service. Typically Authorised Users, Client employees, contractors, customers, counterparties and any third parties whose Personal Data the Client holds in the in-scope environment.
Documented instructions for processing	Set out in the MSA, this Schedule, the Order Form, the Lanmark service documentation produced during onboarding, and any further written instructions the Client gives Lanmark from time to time. The Third Party Provider Terms inform the processing operations required to deliver M365 Backup; the Client's instructions to Lanmark remain governed by the MSA and the Data Protection Legislation.

The Service is designed to back up whatever source data the Client identifies in the Order Form. Where the source data routinely contains special category Personal Data, criminal offence data, children's data or other unusually sensitive data (for example, where a Client in a health, legal, financial or education sector backs up production data that includes such categories), the Service will incidentally process that data through the backup and restoration mechanisms. The Client will inform Lanmark before onboarding, and from time to time as relevant during the Service, where the in-scope source data contains substantial volumes of such data so that appropriate technical and organisational measures can be confirmed.

Where the Client elects a non-UK storage region for M365 Backup under Clause 3.2.3(f), the international transfer mechanism at Clause 13.8 of the MSA applies. The Client is responsible for confirming the legal basis for the transfer and the suitability of the chosen region for the in-scope Personal Data.

## 11. Sub-Processors used in delivering this Service

Lanmark uses Sub-Processors to deliver the Service in accordance with Clauses 13.5 to 13.7 of the MSA. The categories of Sub-Processor used in delivering this Service are:

Category	Role in this Service
EpicBackup software vendor	Provision of the backup software running on the EBA and on the Lanmark backup management infrastructure used to deliver EpicBackup. The substantive backup Service is delivered by Lanmark using the vendor's software. The EpicBackup software vendor is a Sub-Processor only where the vendor processes Personal Data on Lanmark's behalf in connection with the Service; where the software runs locally on the EBA or within Lanmark-controlled infrastructure without the vendor accessing Personal Data, the vendor is a tooling supplier rather than a Sub-Processor.
UK Datacentre infrastructure provider(s)	Provision of the datacentre infrastructure used by Lanmark for the two UK Datacentres into which EpicBackup data is replicated, where Lanmark uses third-party datacentre infrastructure to deliver the offsite replication standards. Where Lanmark uses its own datacentre infrastructure for either or both UK Datacentres, this category does not apply to that datacentre.
M365 Backup platform provider	Provision of the Microsoft 365 Backup platform that hosts the substantive M365 Backup Service. The M365 Backup platform provider is the principal Sub-Processor for M365 Backup.
Service Tooling provider	Provision of the Lanmark service management system used for Client-side engagement, Recovery Request ticketing and Lanmark reporting.

The current Sub-Processor in each category is identified in the live Sub-Processors List published at [lanmark.com/terms-of-business](https://lanmark.com/terms-of-business). The Sub-Processors List is the authoritative source for the identification of current Sub-Processors, the location of processing and any applicable international transfer mechanism.

Microsoft Corporation is not a Lanmark Sub-Processor for M365 Backup. The M365 Backup Service backs up data from the Client's Microsoft 365 tenant; the Client's relationship with Microsoft for the underlying Microsoft 365 platform is governed by the Microsoft Customer Agreement applicable to the Client's tenant directly. The M365 Backup platform provider accesses the Client's tenant under delegated authority granted by the Client for backup purposes; that delegation does not make Microsoft a Lanmark Sub-Processor.

## 12. Relationship with the M365 Backup Third Party Provider

- 12.1** The substantive M365 Backup Service (platform, encryption, storage, retention, restore mechanics) is delivered by the Third Party Provider's platform. Lanmark configures, manages and presents the M365 Backup Service to the Client under Lanmark's brand and engagement model, but does not itself operate the underlying platform.
- 12.2** Where Lanmark presents the Third Party Provider's M365 Backup platform under Lanmark's brand or service description (a white-labelled arrangement, to the extent that the Third Party Provider is not named to the Client), Lanmark's obligations under this Schedule are limited to Lanmark's own configuration, management and engagement responsibilities. The underlying platform, methodology, platform roadmap and operating standards remain the Third Party Provider's. Clause 17 of the MSA applies.
- 12.3** Where the Service depends on the operation of the Third Party Provider's platform, Lanmark's obligations under this Schedule are subject to the Third Party Provider operating its platform in accordance with the Third Party Provider Terms. Lanmark is not liable for any act or omission of the Third Party Provider, including any failure of the platform to operate as expected, any change in the Third Party Provider Terms, or any change in the Third Party Provider's pricing or operating model.
- 12.4** EpicBackup is Lanmark's own product and is not a Third Party Provider passthrough. Clauses 12.1 to 12.3 do not apply to EpicBackup. Lanmark's delivery of EpicBackup is governed directly by the MSA and this Schedule.

## 13. Service-specific commercial terms

### 13.1 Fees and pricing

**13.1.1** The recurring Fees for the Service are set out in the Order Form. EpicBackup is charged per protected in-scope server. M365 Backup is charged per Microsoft 365 licensed user enrolled in M365 Backup. The Order Form identifies the agreed quantities at the Service Start Date and the per-unit Fees. Material changes in the number of in-scope servers or licensed users flow through the unit-of-charge mechanism in the MSA and the Order Form.

**13.1.2** The following EpicBackup-specific Fees apply in the scenarios described, reflecting the additional Lanmark engineering or infrastructure required:

- (a) Disaster recovery activity (DR Fee): £400 per disaster recovery event where Lanmark or the Client invokes BCP and Lanmark performs the full disaster recovery activity. The DR Fee covers the wider disaster recovery activity Lanmark performs in connection with the BCP invocation, including engineer time, environment preparation, configuration of the virtualised server, validation and coordination with the Client during the disaster recovery scenario, as described at Clause 6.4.4. The technical virtualisation of the affected in-scope server is governed by the BCP RTO at Clause 5.1.1 and is included in the recurring Fees;
- (b) BCP continuation Fee: £5,000 per month or part-month thereof for continued BCP virtualisation beyond ninety (90) days from BCP invocation. Any partial month rounds up to a full month for the purposes of this Fee, reflecting the back-to-back datacentre, software licensing and engineering costs that Lanmark cannot release on a daily basis;
- (c) BCP-as-test Fee: £150 per day for a scheduled test of the BCP virtualisation capability outside a real disaster scenario;
- (d) BASE IMAGE recreate Fee: £500 to recreate the BASE IMAGE for an in-scope server;
- (e) Additional server Fee: £60 per server per month for each protected in-scope server added to the Service during the Term beyond the agreed quantity at the Service Start Date.

**13.1.3** The Fees at Clause 13.1.2 are reviewed by Lanmark from time to time and may be adjusted in accordance with the MSA fee-adjustment provisions (Clauses 7.9, 7.10 and 7.11). Any update to the Fees at Clause 13.1.2 is treated as an update to this Schedule and is published in accordance with the MSA Schedule publication process. The Order Form may identify Fees different from those at Clause 13.1.2 where Lanmark and the Client have expressly agreed different Fees for the engagement.

### 13.2 Term and renewal

**13.2.1** EpicBackup is supplied on the Initial Term and Subsequent Term set out in the Order Form. The default non-renewal notice period for EpicBackup is ninety (90) days before the end of the then-current Term, consistent with the MSA default at Clause 20.2.

**13.2.2** M365 Backup is supplied on the Initial Term and Subsequent Term set out in the Order Form. The default non-renewal notice period for M365 Backup is thirty (30) days before the end of the then-current Term, reflecting the monthly-rolling nature of the underlying Third Party Provider contract. For the avoidance of doubt, the 30-day notice right operates only at the end of the then-current Term and does not give the Client a general right to terminate M365 Backup for convenience at any time during the Term. The shorter notice period for M365 Backup is a Service-specific position carried in this Schedule and is an exception to the MSA default at Clause 20.2.

### **13.3 Termination charges**

**13.3.1** Where the Client terminates the Service or any element of the Service before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach under Clause 20 of the MSA, the Client remains liable for the Fees through to the end of that Term.

**13.3.2** This Clause 13.3 reflects that Lanmark's delivery of the Service involves long-term supplier and infrastructure commitments (including, in the case of EpicBackup, the EBA equipment loan, datacentre infrastructure, software licensing and engineering time, and, in the case of M365 Backup, the Third Party Provider subscription commitments) that Lanmark cannot recover on Client early termination. The Client's payment obligation under this Clause 13.3 is in addition to any other amounts due in respect of services delivered before termination.

**13.3.3** The parties agree that the Client's payment obligation under this Clause 13.3 is a primary payment obligation reflecting the agreed commercial commitment for the Term, and is not a penalty or a secondary damages remedy. The parties have negotiated and accepted the Fees on this basis.

**13.3.4** Clause 13.3 is a Service-specific application of Clause 20 of the MSA and prevails over any inconsistent position the MSA might otherwise be read to allow for this Service.

### **13.4 Direct Debit and invoicing**

**13.4.1** The Client agrees to pay all invoices for the Service by Direct Debit, in accordance with the MSA Direct Debit position for recurring and consumption-based Services. Fees for the Service-specific scenarios at Clause 13.1.2 are invoiced separately at the time the relevant activity is performed, and are payable by Direct Debit unless alternative arrangements are agreed in writing.

### **13.5 EBA loan equipment**

**13.5.1** The EBA installed at the Client's primary site under EpicBackup is loaned by Lanmark to the Client for the duration of the EpicBackup Service. The EBA remains Lanmark's property at all times. Title to the EBA does not pass to the Client at any point.

**13.5.2** The Client will look after the EBA in the Client's care, including taking reasonable steps to protect the EBA from physical damage, environmental damage and unauthorised access. The Client will not move the EBA from the Client's primary site without Lanmark's prior written consent.

- 13.5.3** On termination or expiry of the EpicBackup Service, the Client will return the EBA to Lanmark in good working order subject to fair wear and tear. Lanmark will arrange collection of the EBA at Lanmark's cost where the EBA is at the agreed primary site within the United Kingdom. Where the EBA has been moved from the agreed primary site without Lanmark's prior written consent, is located outside the United Kingdom, or where collection is frustrated or delayed by the Client's failure to make the EBA available, the Client will bear the reasonable retrieval, transport and recovery costs incurred by Lanmark.
- 13.5.4** Where the Client fails to return the EBA, or returns the EBA in a condition (other than fair wear and tear) that is so damaged as to render the EBA unusable, the Client is liable for the replacement cost of the EBA at Lanmark's then-current published rate card price for an equivalent EBA model. Lanmark will invoice the Client for the replacement cost following termination, and the invoice is payable in accordance with the MSA payment terms.
- 13.5.5** Where the EBA is returned to Lanmark in a condition that is materially damaged beyond fair wear and tear but is not so damaged as to be unusable, the Client is liable for the reasonable repair costs incurred by Lanmark to return the EBA to a serviceable condition. This Clause 13.5.5 provides a proportionate remedy between fair wear and tear (no charge) and the replacement-cost charge at Clause 13.5.4.
- 13.5.6** For the avoidance of doubt, the Client's first-party payment obligations under Clauses 13.5.3 (where applicable), 13.5.4 and 13.5.5 are separate from, and additional to, the third-party indemnity at Clause 8.1(e).
- 13.5.7** EBA replacement for increased capacity requirement. Where the Client's data growth or change in retention requirement requires Lanmark to replace the EBA with a larger unit, or to add additional EBA capacity, in order to maintain the agreed backup retention levels, the replacement or additional EBA is provided on a fresh Initial Term of the same length as the Initial Term agreed for the original EpicBackup engagement, running from the date the new or additional EBA is installed and configured. The new Initial Term and any Subsequent Term run from that date, and the Client's continuing commitment to pay the recurring Fees is reset accordingly. This Clause 13.5.7 reflects that an EBA capacity replacement is a fresh capital outlay for Lanmark, comparable to a new EpicBackup engagement.

## 14. Explicit overrides of the Master Services Agreement

Clause 1.3 of the MSA provides that a Service Schedule prevails over the MSA only in respect of specific service detail and only where the Service Schedule explicitly states an override. The following provisions of this Schedule are explicit overrides of the MSA for the Backup Service:

- (a) Clauses 5.2.3 and 5.3.3 of this Schedule set the Service-specific Service Level position: for M365 Backup, Lanmark passes through the Third Party Provider's published service level commitments and does not commit to operating standards more onerous than the Third Party Provider's; for EpicBackup, the RTOs at Clause 5.1.1 are targets not guarantees, and the Service Levels do not give rise to service credits, with the Client's remedy being investigation, remediation and escalation as set out in Clause 5.3.3. This is a Service-specific application of Clauses 17.4 and 18.4 of the MSA;
- (b) Clause 8 of this Schedule sets out a Service-specific indemnity from the Client to Lanmark, limited to third-party claims and regulatory action against Lanmark, and to Lanmark's reasonable costs and expenses incurred in responding, with triggers tied to Client-controlled risk in this Service (including inaccurate information, failure to act on operational notifications, the choice of non-UK storage region for M365 Backup, and EBA care). The indemnity at Clause 8 operates in addition to the Client indemnity at Clause 16.3 of the MSA and is subject to the limitations and exclusions of liability at Clause 18 of the MSA, including the non-excludable carve-outs at Clause 18.1;
- (c) Clause 9 of this Schedule sets out Service-specific disclaimers, including that backups, recoveries, the EBA, the offsite UK Datacentres and the Third Party Provider's M365 Backup platform are not guaranteed to be free of error or interruption, that data corruption and malicious activity that affects the backup may render data unrecoverable, and that Lanmark is not liable for backup or recovery failure caused by factors outside Lanmark's reasonable control. Clause 9.3 preserves Lanmark's liability for its own breach of an express obligation under the Schedule or the MSA, gross negligence, wilful misconduct, and breach of non-excludable obligations. These disclaimers are the Service-specific operation of Clause 16.4 of the MSA and Clauses 17.4 and 18 of the MSA;
- (d) Clause 13.2.2 of this Schedule sets the Service-specific non-renewal notice period for M365 Backup at thirty (30) days, operating only at the end of the then-current Term, reflecting the monthly-rolling underlying Third Party Provider contract. This is an exception to the MSA Clause 20.2 default of ninety (90) days;
- (e) Clause 13.3 of this Schedule sets out a Service-specific termination charges position: where the Client terminates the Service before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach, the Client remains liable for the Fees through to the end of that Term, as a primary payment obligation. This reflects the back-to-back supplier and infrastructure commitments that Lanmark cannot recover on Client early termination. This is a Service-specific application of Clause 20 of the MSA;
- (f) Clause 13.5 of this Schedule sets out the EBA loan equipment regime, including the Client's responsibility for the EBA in the Client's care, return on termination, collection-

cost shift where the EBA has been moved without consent or is outside the United Kingdom, a replacement-cost liability where the Client fails to return the EBA or returns it so as to be unusable, and a proportionate repair-cost liability where the EBA is returned materially damaged but usable. This is a Service-specific position for EpicBackup.

Save as set out above, this Schedule does not override the MSA. Any provision of this Schedule that conflicts with the MSA without expressly stating an override under this Clause 14 is to be read consistently with the MSA in accordance with Clause 1.3 of the MSA.