

MANAGED BACKUP SERVICES SCHEDULE

1. DEFINITIONS

1.1. For the purposes of this Services Schedule, the following definitions shall operate in addition to and supplementary to those contained in the MSA, and ought to be read as if specifically incorporated therein:

1.1.1. "**Backups**" means the backups which form part of the Services which are attended to by the Service Provider of the Client's Data;

1.1.2. "**Data**" means the data which is required to be backed up pursuant to the Services being rendered, as recorded or otherwise contained in a separate schedule ("the Backup Selection Schedule"), which will be produced by the Service Provider and require to be signed by the Client;

1.1.3. "**MSA**" means the Master Services Agreement which is entered into by and between the Parties simultaneously herewith;

1.1.4. "**Proposal**" means the proposal to which this Services Schedule is annexed or to which the Proposal otherwise makes reference to, and which sets out, among other things, the exact nature of the Services required to be rendered, coupled with the cost in respect thereof;

1.1.5. "**Services**" means the managed Backup services, the specific products of which are recorded in the Proposal, in terms of which the Client is provided with an offsite Backup solution of their Data, which solution and process is managed and monitored by the Service Provider; and

- 1.1.6. **"Services Schedule"** means this document, which may be one of a series of Service Schedules, which is annexed to the Proposal.
- 1.2. In addition to the foregoing, terms which are capitalised herein, but which have not been defined in clause 1.1 above, shall bear the same meaning as in the MSA.
- 1.3. Capitalised terms defined herein, but which also appear in the MSA, shall bear the meaning as defined herein.

2. INTRODUCTION

- 2.1. This Services Schedule is to be read with, and is subject to, the provisions of the MSA, and the Proposal to which this Services Schedule is annexed. The Services Schedule is designed to define the Services to be rendered to the Client by the Service Provider.
- 2.2. This Services Schedule is the basis on which the Service Provider will perform the Services to the Client.
- 2.3. This Services Schedule may be coupled with any number of other Service Schedules as required for all Services to be rendered to the Client.

3. FREQUENCY OF BACKUPS

- 3.1. Backups, comprising the Services, are conducted on a daily basis, normally at night.
- 3.2. The Service Provider shall monitor, and shall as much as is reasonably possible, monitor the Backup servers each night, in order to ensure that successful Backups have occurred.

4. RETENTION OF BACKUP DATA

4.1. Unless otherwise agreed in writing, backups shall be retained by the Service Provider for a period of 28 (twenty eight) calendar days from the date of appropriate Backup. As such, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of the loss of Data contained in a Backup beyond the 28 (twenty eight) calendar day period.

5. RECOVERY OF BACKUPS

5.1. The Service Provider guarantees the recovery of all Data contained on successful Backups.

5.2. For the purposes of clause 5.1 above, a successful Backup shall mean Data which has been successfully and completely transmitted from the Client's site to the location of the Service Provider's assigned servers, and which Data is not corrupted.

6. UNSUCCESSFUL BACKUPS

6.1. Backups which are not completed will be flagged by the Service Provider and investigated. Thereafter, and once the investigation has been resolved, a new Backup shall be attempted.

6.2. Should the Backup continue to fail, the Service Provider will take further reasonable steps in an attempt to ensure that the Backup runs during the next scheduled Backup, alternatively, inform the Client of the issue and work with the Client in an attempt to resolve the issue, before running the Backup again.

6.3. Should the issue still persist, and should the server from which the Data needs to be backed be covered by the Service Provider's support service, the Service

Provider will then attend to fixing the issue preventing the Backup, alternatively, in the Service Provider's discretion, reach out to the appropriate vendors for assistance.

7. RECOVERY POINT OBJECTIVE

- 7.1. The Recovery point objective ("RPO") is the length of time between Backups. Data during this time is vulnerable.
- 7.2. The RPO for the Service Provider's Backup Services herein is 24 (twenty four) hours. As such, the Client hereby indemnifies and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of the loss of Data not yet the subject of a Backup occasioned during each RPO.

8. INTERNET CONNECTION CAPACITY

- 8.1. It is acknowledged by the Client that the ability for the Service Provider to transmit the Data being the subject of the Backup, the Client is required to have a sufficient quality internet connection with enough capacity.
- 8.2. The Service Provider shall use its reasonable endeavours to check the quality of a Client's internet connection, and should it be deemed in the reasonable discretion of the Service Provider as being inferior, the Client shall indemnify and agrees to hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of any Backups not being able to be completed due to a low quality internet connection.

9. RESTORATION OF DATA

- 9.1. Restoration of any Data shall be initiated within 4 (four) working hours of a ticket being logged with the support centre of the Service Provider.

9.2. The time taken to restore the Data shall be subject to the amount of Data being restored together with the speed of the Client's internet connection.

10. CHANGES TO DATA LOCATION

10.1. It is the Client's responsibility to inform the Service Provider of any changes to the location of the Data which needs to be backed up. As such, the Client shall indemnify and hold the Service Provider harmless in respect of any losses, damages or otherwise incurred, howsoever arising, suffered by the Client as a result of any failure to inform the Service Provider of the change of location of its Data.

10.2. Any relocation of Data shall require that the document referenced in clause 1.1.2 to be updated and signed by the Client, before the relocation is effective.

11. UPTIME

11.1. The Service Provider guarantees an uptime of 99% (ninety nine percent) for the Backup solution. This means that 99% (ninety nine percent) of the time the system is ready to receive Backups and initiate restorations.