

AWARENESS SOFTWARE LIMITED: BACKUP SERVICES SCHEDULE

This document was most recently updated on 20th January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Backup Services defined below, and as stipulated in a Statement of Work.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

"Backup Services"	the services that we provide to our Customers in respect to the definition in 2.1, in accordance with the Statement of Work and this Schedule;
"Backup Services Commencement Date"	the date on which we will commence the provision of the Backup Services, as stipulated in the Statement of Work.
"Backup Services Overage Rates"	has the meaning given to it in the Statement of Work;
"Backup Services Rates"	the hourly rates at which we are to provide the Backup Services to you, as stipulated in the Statement of Work;
"Extended Backup Services Term"	has the meaning given to it in the Statement of Work;
"Initial Backup Services Term"	has the meaning given to it in the Statement of Work;
"Premises"	the premises at serve as the origin of the virtual machine replication as it concerns the Backup Services (if applicable), as stipulated in the Statement of Work;
"Recovery Point Objective (RPO)"	has the meaning of the maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time;
"Recovery Time Objective (RTO)"	has the meaning of the maximum acceptable amount of time to make the virtual machines (included as part of the Backup Service) available to the customer.

2. Backup Services

- 2.1 Backup Services comprise of the copying and storage of Customer Material, either from our Private Cloud Hosting Services or from Customer Premises, to a remote location using compatible software with our Backup Services.
- 2.2 Backup Services are not provided unless otherwise specified in accordance with a Schedule, and you should not assume or rely upon Backup Services being an adjunctive part of any Service or Contract unless otherwise specified in a Statement of Work.
- 2.3 Where Backup Services are included in a Statement of Work, the Statement of Work may include Recovery Point Objectives (RPO), Recovery Time Objectives (RTO) and retention periods for Material. Where such are not provided in a Statement of Work then such will be assumed to use **"Default Parameters"** for each, as specified in this Schedule Section 6.
- 2.4 If you exceed the agreed resources (an **"Overage"**) in respect of the Backup Services (for example, the number of licenses being consumed in respect of virtual machines or Microsoft 365 users or the amount of backup Material being stored on our servers) then:
 - 2.4.1 we reserve the right to charge you for such Overages at the **"Backup Services Overage Rates"**, as set out in the Statement of Work, during the calendar month after which the Overage took place; or
 - 2.4.2 limit your Backup Services to use only the agreed resources, subject to this being specified in the Statement of Work. In this case, you acknowledge that the Backup Servers may cease operation and be otherwise unavailable until such time as the amount of Customer Material is reduced, or the agreed resources are increased in line with what may be required. During such a period, the RTO and RPO will cease to apply.
- 2.5 You shall not have access to the servers providing the Backup Services directly or have any physical access to the server hardware providing the Backup Services.
- 2.6 You acknowledge that where the Backup Services are used to copy and store Material from Customer Premises, then the Backup Services are subject to you having sufficient resource and compatible infrastructure at the Customer Premises to facilitate the proper functioning of the Backup Services. These requirements may vary over the lifetime of the Backup Services (for example, due to growth of Material) and we shall have no obligation to assist the you in meeting these requirements.
- 2.7 You acknowledge that it is your responsibility to verify the content and accuracy of all Material that we hold for you, and you should ask us to restore your Material to an independent location from time to time to verify such accuracy. The Backup Services are provided for your convenience only and we do not provide any warranty or guarantee that the Material will be accurate and that it will not be corrupt. It is your responsibility to ensure that the Backup Services are sufficient for your individual requirements and to arrange to receive full backup services from a third party in the event that the Backup Services are not sufficient for your requirements.

3. Backup Services (Where We Act as a Reseller of Third Party Services)

- 3.1 Where we provide Backup Services using a third party (for example, but not limited to, Acronis Cloud) to provide those Backup Services, then we are acting as a reseller of such services and you acknowledge that the Backup Services are provided in accordance with Section 5 of our Terms and Conditions.

4. Service Requests

- 4.1 You may raise a Service Request relating to this Service by using the contact procedure set out in the Statement of Work or, in the absence of such, by using the contact procedure contained in the "Service Desk Contact and Escalation Procedure" document (and which may be found on our website) during Business Hours. This document also outlines the process we use to triage service requests and faults, along with response, update and escalation timescales.
- 4.2 Outside of the Business Hours, you can access an Out of Hours Support Service from us where you have a Contract for such in accordance with an Out of Hours Support Service Schedule.
- 4.3 Where a Customer has made a restoration request then this will be treated as a P2 severity request, and we will use our reasonable endeavours to restore the Material requested within the RTO.

5. No Guarantee

- 5.1 You acknowledge that the Backup Services are subject to Events Outside Our Control, which in this context may include server facilities burning down, sprinkler events in server facilities destroying equipment, or multiple server disks failing simultaneously. Whilst we use our reasonable endeavour to ensure the Backup Services are always available, we do not guarantee it.

6. Default Parameters:

- 6.1 The default parameters for AHSAY Backup are:
 - 6.1.1 Default RPO: Daily, between the hours of 21:00 and 06:00.
 - 6.1.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.1.3 Default Retention of Material: 14 days.
- 6.2 The default parameters for Acronis Backup are:
 - 6.2.1 Default RPO: Daily.
 - 6.2.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.2.3 Default Retention of Material: 7 days, with weekly snapshots for 4 weeks, and monthly snapshots for 6 months.
- 6.3 The default parameters for Private Cloud Hosting Services are:
 - 6.3.1 Default RPO: Daily at the level of the virtual machine, between the hours of 22:00 and 05:00.
 - 6.3.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.3.3 Default Retention of Material: 14 days, with archival snapshots taken fortnightly for 6 weeks.
- 6.4 The default parameters for Rapid Recovery Backup are:
 - 6.4.1 Default RPO: Daily at the level of the physical or virtual machine, between the hours of 22:00 and 05:00.
 - 6.4.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.4.3 Default Retention of Material: 5 days, with weekly snapshots for 4 weeks, and monthly snapshots for 2 months.
- 6.5 The default parameters for Veeam 365 Backup are:
 - 6.5.1 Default RPO: Daily, between the hours of 21:00 and 06:00.
 - 6.5.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.5.3 Default Retention of Material: 180 days.
- 6.6 The default parameters for Veeam Cloud Connect Backup are:
 - 6.6.1 Default RPO: Daily at the level of the physical or virtual machine, between the hours of 21:00 and 06:00.
 - 6.6.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.6.3 Default Retention of Material: 14 days.
- 6.7 The default parameters for Web Hosting Services are:
 - 6.7.1 Default RPO: Daily at the level of the host server, between the hours of 22:00 and 05:00.
 - 6.7.2 Default RTO: 1 Business Day (8 Hours within Business Hours).
 - 6.7.3 Default Retention of Material: 14 days, with archival snapshots taken fortnightly for 6 weeks.
- 6.8 The default parameters for Bespoke Backup are:
 - 6.8.1 None. Bespoke Backup should be fully documented in a Statement of Work.

7. Backup Services Fees

- 7.1 In consideration of our provision to you of the Backup Services, you shall pay to us:
 - 7.1.1 the Backup Services Fees; and
 - 7.1.2 the Backup Services Overage Rates; and
 - 7.1.3 the Backup Services Rates for each hour of Backup Services that we provide to you in respect of a Backup Service Restoration unless you have a Contract for IT Support Services.

8. Term

- 8.1 This Schedule shall commence on the Backup Services Commencement Date.

- 8.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Backup Services Term, and shall automatically extend for the Extended Backup Services Term at the end of the Initial Backup Services Term and at the end of each Extended Backup Services Term.
- 8.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Backup Services Term or the relevant Extended Backup Services Term, to terminate this Contract at the end of the Initial Backup Services Term or the relevant Extended Backup Services Term, as the case may be.