

PRODUCT SCHEDULE

Managed Back Up and Disaster Recovery

PARTIES

- (1) **AdEPT Technology Group Plc** (Company Number 04682431) whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS (“**Service Provider**”)
- (2) **[Customer Name] (Company Number) whose registered office is at [address]** (“**Customer**”)

RECITALS:

- A. The parties entered into a Framework Agreement for the provision of Services dated [] (the “**Framework Agreement**”).
- B. The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

1 SCOPE

- 1.1 These Product Terms cover Back Up and Disaster Recovery products marketed by the Service Provider and defined as:
 - i) Managed Back Up
 - ii) Online Back Up
 - iii) Cloud Back Up
 - iv) Disaster Recovery
 - v) Associated services related to the packages described in i) and ii) as described in the relevant Product or Service Description

2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the “**Commencement Date**”) by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.
- 2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Supplier provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Supplier. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

3 ORDERING PRODUCTS

- 3.1 The Customer may order Back Up and Disaster Recovery products by submitting a Order Form in accordance with the terms of the Framework Agreement.
- 3.2 Provision of Back Up and Disaster Recovery products may be subject to survey and subject to agreement of the relevant technical requirement document(s).
- 3.3 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 3.4 The Service Provider reserves the right to request additional information in order to provide a Back Up and Disaster Recovery Product prior to acceptance of a Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers.
- 3.7 The Customer may add to or amend existing Back Up and Disaster Recovery Products by submitting a new Order Form and agreeing new technical requirement document(s). The Contract Term for any change will be as set out in the applicable Order Form.

4 ORDER FORM

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services, save in respect of the Excluded Items, to the Customer for the duration of the Term.

5 COMMENCEMENT OF SERVICES

- 5.1 On a date to be mutually agreed in writing between the parties (the "Setup Date") the Service Provider shall deliver to the Premises the Equipment and any Software which needs to be installed on the Supported Network and carry out the necessary installation. The Service Provider shall be entitled to replace such Software or Equipment at any time during the Term after having provided the Customer with reasonable prior notice of the same.
- 5.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product or Service Description and the applicable Service Level Agreement.

- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 8.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent managed service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.

6 BACKUP SERVICES

- 6.1 Subject to the Back up Cap, the Service Provider shall carry out a Full Back up either on, or as soon as reasonably practicable following, the Setup Date and thereafter at its sole discretion during the Term.
- 6.2 Subject to the Back-up Cap, the Service Provider shall carry out Incremental Backups in accordance with the timetable set out in the Order Form.

7 RECOVERY SERVICES

- 7.1 The Service Provider shall carry out a Recovery Test as soon as reasonably practicable following the initial Full Backup carried out in accordance with Clause 6.1 and thereafter quarterly during the Term.
- 7.2 The parties shall, further to each Recovery Test, mutually agree in writing upon the Service Level Arrangements and Appendix 2 of this Product Schedule shall be amended accordingly.
- 7.3 In the event of a Disaster, the Customer shall be entitled to send the Service Provider an Invocation Notice that it wishes to be provided with the Recovery Services by either [telephone, e-mail or via the online client portal in accordance with the details set out in Appendix 3 of this Product Schedule] or such other means of notification notified by the Service Provider to the Customer from time to time. Such invocation notice shall only be validly sent if the Customer provides sufficient detail as to the specific Recovery Service required.
- 7.4 The Service Provider shall, following Invocation and within the Service Agreement Levels, carry out either an Item Recovery, Rapid Recovery or Full Site Recovery (depending on the requirements of the Customer).
- 7.5 Further to completion of any Full Site Recovery, the Customer Data restored via such Full Site Recovery (the "Restored Data") shall be stored on the Service Provider's servers at the Service Provider Premises for the duration of the Access Period and the Service Provider shall allow the Customer to remotely access it during the Access Period.
- 7.6 The Customer shall use reasonable commercial endeavours as soon as reasonably practicable to restore use of the Supported Network as it was used before the Disaster.
- 7.7 The Customer's entitlement to access the Restored Data and the Service Provider's obligation to maintain its storage on its servers at the Service Provider Premises shall terminate on the earliest to occur of the ending of the Access Period or (in

accordance with Clause 7.6) the restoration of the Supported Network. The Customer hereby irrevocably authorises the Service Provider without liability or obligation to the Customer and without prejudice to the Service Provider's other rights or remedies to effect such vacation if for whatever reason the Customer has not done so within such time.

- 7.8 If the Customer wishes to extend the Access Period, it shall notify the Service Provider in writing as far in advance as practicable. The Service Provider makes no commitment that it shall extend the Access Period but shall use reasonable commercial endeavours to do so and any such extension shall be charged in accordance with the Charges.

8 CHARGES

- 8.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap), where applicable.

- 8.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.

- 8.3 The parties agree that should the Customer install, replace, remove or modify any component forming (or intending to form) part of the Supported Network (a "Modification") the Customer shall immediately notify the Service Provider in writing and the Service Provider shall, following such Modification:

8.3.1 be under no obligation to provide the Services in respect of such Modification or arising from such Modification; and

8.3.2 be entitled to increase the Charges to reflect such Modification;

and the parties shall mutually agree upon appropriate amendments to the Order Form to reflect such Modification as an Addition to the Order Form.

- 8.4 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.

- 8.5 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.

- 8.6 Where prior to entering into the Order Form or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.

- 8.7 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a 12 month renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 90 days' written notice prior to each of the subsequent 'renewal' periods.

- 8.8 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 8.9 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

9 EQUIPMENT

- 9.1 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 9.2 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 9.3 Except as may be otherwise specifically provided under this Order Form, the obligations and responsibilities of the Service Provider under this Order Form are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services.

10 CUSTOMER OBLIGATIONS

- 10.1 The Customer shall be responsible for maintaining an internet connection, in such form as directed by the Service Provider, in order to enable provision of the Services.
- 10.2 The Service Provider does not warrant that the Services or other services provided hereunder will cause the Supported Network to operate without interruption or error but will make all reasonable endeavours to ensure that it does.
- 10.3 The Customer is required at all times during the Term to maintain the Supported Network in good order and working condition, operated in a proper manner by the users and to ensure that appropriate environmental conditions are maintained for the Supported Network.

11 VARIATION

- 11.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 11.2 Notwithstanding Clause 13.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.

- 11.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice revise the Charges.
- 11.4 Subject as stated in this Clause, the Service Provider may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 11.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Signed for and on behalf of
The Service Provider

Name :
Job Title :

Signed for and on behalf of
The Customer

Name :
Job Title :

Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

“Access Period”	means the period of weeks commencing on completion of a Full Site Recovery during which the Service Provider shall store the Restored Data on its servers at the Service Provider Premises and the Customer shall be granted remote access to such Restored Data in accordance with Clause 7.5;
“Back-up Cap”	means the maximum amount of Customer Data that may be stored by the Service Provider further to provision of the Backup Services as set out in the Order Form;
“Back-up Services”	means the Full Back Up and Incremental Backup as further described in Clause 6;
“Charges”	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 8;
“Commencement Date”	has the meaning given to it in Clause 2.1;
“Disaster”	an unplanned event or circumstance affecting the Customer resulting in the interruption of, or its inaccessibility to, all or part of the Supported Network which causes significant business impact to the Customer, thereby justifying Invocation;
“Equipment”	means the equipment necessary to provide the Services that requires installation at the Premises;
“Excluded Items”	means the parts of the Supported Network and any faults in respect of which the Services are not provided, as listed in the Order Form or Appendix 3 of this Product Schedule;
“Full Backup”	means a backup by the Service Provider of all the Customer Data on the Supported Network;
“Full Site Recovery”	means, further to an Invocation, the restoration to the Service Provider’s servers located at the Service Provider Premises of all of the Customer Data backed-up by the Service Provider in accordance with the most recent Full Backup prior to that Invocation and each Incremental Backup carried out further to that Full Backup;
“Incremental Backup”	means a backup by the Service Provider of all the Customer Data on the Supported Network which was not present on the Supported Network at the time of the previous Full Backup;
“Initial Term”	means, the Minimum Contract Period as specified in the Order Form;

“Invocation”	means receipt by the Service Provider of the Customer's invocation notice requesting the Recovery Services in accordance with Clause 7.3;
“Item Recovery”	means, further to an Invocation, the restoration to the Supported Network of such individual files, emails, mailboxes, contacts or calendar items requested by the Customer which have been backed-up in accordance with the provision of the Back-Up Services;
“Order Form”	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
“Rapid Recovery”	means, further to an Invocation, the restoration to the Supported Network of all of the Customer Data backed-up by the Service Provider in accordance with the most recent Full Backup prior to that Invocation and each Incremental Backup carried out further to that Full Backup;
“Recovery Services”	means the Item Recovery, Rapid Recovery and Full Site Recovery as further described in Clause 7;
“Recovery Test”	a test, by the Service Provider, of the provision of the Recovery Services;
“Restored Data”	has the meaning given to it in Clause 7.5;
“Scope of Works”	means the document that specifies, where relevant, the Services agreed, the technical and user particulars, and the implementation;
“Service Level Arrangements”	means the period of time, further to an Invocation, that the Service Provider shall provide the applicable Recovery Services in accordance with Product or Service Description and the applicable Service Level Agreement;
“Service Provider Premises”	means the pre-defined data centre identified in the Order Form or such other location as the Service Provider may notify to the Customer in writing from time to time;
“Setup Date”	has the meaning given to it in Clause 5.1;
“Software”	has the meaning given to it in the Framework Agreement, or as defined within the Order Form;
“Supported Network”	the Customer Equipment, as set out in the Order Form, in respect of which the Services are provided;
“Service Commencement Date”	has the same meaning as Setup Date, given to it in Clause 5.1;
“Services”	means the Services as specified on the Order Form;
“Term”	means the Initial Term and each subsequent Renewal Term; and

Appendix 2: Service Performance

Service Level Arrangements

Supported Network (server name)	Rapid Recovery (Per Server)	Full Site Recovery	Item Recovery
[]	[] hours from Invocation	[] hours from Invocation	[] hours from Invocation

Appendix 3: Specific Terms

(Specific terms related and in addition to the Product Schedule to be completed as required)

Appendix 3.1 Invocation Notices to the Service Provider

Telephone: 01306 873 9000

Email: support@adept.co.uk

Appendix 4 – Processing, Personal Data and Data Subjects

1. Processing by the Service Provider

1.1 Scope, nature and purpose of processing

Processing is required to securely store the Customer's Personal Data on servers maintained by the Service Provider.

1.2 Duration of processing

Until the date on which the Customer Data is either destroyed or disposed of in accordance with Clause 13.5.3 of the Framework Agreement, unless the Service Provider is required to continue processing in accordance with its obligations under the Data Protection Legislation, in which case the Personal Data shall be processed until the applicable obligations no longer apply or have been fulfilled.

2. Types of Personal Data

Financial data, contact data, health data.

3. Categories of Data Subject

Customer clients, customer employees, customer directors & customer contractors.