



**SPECIFIC CONDITIONS H3 – E-BACKUP MANAGEMENT SERVICES FOR MICROSOFT 365**

These Specific Conditions govern the E-Backup Management Services for Microsoft 365 that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), which shall be deemed to be incorporated into the Contract for the performance of any E-Backup Management Services for Microsoft 365 performed under these Specific Conditions.

**1 DEFINITIONS**

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Backup Management Services” means the Services provided in accordance with paragraph 4.4 of these Specific Conditions;
  - “Change” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
  - “Change Management” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
  - “E-Backup Management Services for Microsoft 365” means the Services provided by the Company to the Customer in accordance with these Specific Conditions;
  - “Enterprise” means a Service Option in relation to the E-Backup Management Services for Microsoft 365 provided by the Company in accordance with paragraph 4.2;
  - “Enterprise Plus” means a Service Option in relation the E-Backup Management Services for Microsoft 365 provided by the Company in accordance with paragraph 4.3;
  - “Essentials” means a Service Option in relation the E-Backup Management Services for Microsoft 365 provided by the Company in accordance with paragraph 4.1; “Incident” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
  - “Incident Management” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
  - “Microsoft” means Microsoft Corporation and its affiliates;
  - “NetApp” means NetApp Corporation and its affiliates;
  - “Operating System” means the operating system software that manages the Customer’s computer hardware and software resources and provides common services for software and computer programs to run on the hardware;
  - “Problem Management” has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
  - “Service Option” means Enterprise, Enterprise Plus or Essentials, as set out on the Order Form;
  - “Service Management” has the meaning given to it in Specific Conditions F2 – Service Management; “Supported Cloud Environment” means Microsoft 365 as identified in the Order Form as the Supported Cloud Environment;
- 1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions.

**2 COMMENCEMENT DATE**

- 2.1 The Commencement Date of the E-Backup Management Services for Microsoft 365 shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the E-Backup Management Services for Microsoft 365 to the Customer.

**3 MINIMUM TERM**

- 3.1 The Minimum Term shall be the Minimum Term for the E-Backup Management Services for Microsoft 365 as set out in the Order Form or, if no Minimum Term is specified, 12 (twelve) calendar months from the Commencement Date of the E-Backup Management Services.

**4 SERVICE DELIVERABLES**

**4.1 Essentials**

- 4.1.1 Where specified on the Order Form that the applicable Service Option is Essentials, the Company will:
- (a) provide NetApp SaaS Backup for Microsoft 365 licences in accordance with Specific Condition - X1 Supply of Products; and
  - (b) provide an end user self-service portal with backup and restore capability for the exclusive use of the Customer.

**4.2 Enterprise**

- 4.2.1 Where specified on the Order Form that the applicable Service Option is Enterprise, the Company will:
- (a) provide NetApp SaaS Backup for Microsoft 365 licences in accordance with Specific Condition - X1 Supply of Products;
  - (b) provide an end user self-service portal with backup and restore capability for use by the parties;
  - (c) provide deployment of the E-Backup Management Services for Microsoft 365; and
  - (d) provide ad-hoc support requests in accordance with the number of hours stated on the Order Form.

**4.3 Enterprise Plus**

- 4.3.1 Where specified on the Order Form that the applicable Service Options is Enterprise Plus, the Company will:
- (a) provide NetApp SaaS Backup for Microsoft 365 licences in accordance with Specific Condition X1 - Supply of Products;
  - (b) provide an end user self-service portal with backup and restore capability for use of the parties;
  - (c) provide deployment of the E-Backup Management Services for Microsoft 365;
  - (d) provide Backup Management Services into or otherwise in connection with the Supported Cloud Environment as detailed in paragraph 4.4; and
  - (e) provide reports as detailed in paragraph 5.



**4.4 Backup Management Services**

- 4.4.1 Where the Company is providing Backup Management Services in accordance with paragraph 4.3.1(d) it will:
- (a) do so exclusively using technology and software determined by the Company and it reserves the right, at its cost, to change the Backup Management Services technology and/or software from time to time at its sole discretion;
  - (b) implement an agreed backup schedule;
  - (c) perform backups in accordance with the agreed backup schedule;
  - (d) notify the Customer where additional capacity for backups is required;
  - (e) fulfil Backup Management Services administration tasks as follows:
    - (i) monitoring backup progress; and
    - (ii) reviewing backup reports;
  - (f) in the event a backup has failed:
    - (i) use its reasonable endeavours to re-perform the failed backup within the same backup window, subject to backup schedule allowing;
    - (ii) report the failed backup to the Customer; and
    - (iii) investigate the failures in accordance with the Company's Incident Management process. In the event of a repeated failed backup, the Company will initiate Problem Management in accordance with the Company's Problem Management process; and
  - (g) implement Changes to the Backup Management Services in accordance with the Company's Change Management process.
- 4.4.2 Where the Backup Management Services technology and/or software is not expressly agreed to be provided by the Company, backup (capacity and implementation) is the Customer's responsibility.
- 4.4.3 In the event of loss of data that is subject to the Backup Management Services, the Company will restore the data to its last known good status as identified by the Company and notified to the Customer. This activity will be assigned a priority based upon its severity and managed in accordance with the Company's Incident Management process.
- 4.4.4 In the event that restoring the data requires the resources or assistance of the Customer or a third party supplier of the Customer, the Company will manage that third party resource in accordance with the Company's Incident Management and/or Problem Management process, as applicable.
- 4.4.5 The Company will not be responsible for loss or corruption of data, or lack of data consistency, relating to the performance of the Backup Management Services. In circumstances where data is lost or corrupted the Company's liability will be limited to using its reasonable endeavours to restore the previous most recent uncorrupted backup (if available) of such data.

**5 REPORTING**

- 5.1 Where specified on the Order Form that the applicable Service Option is Enterprise Plus, the Company will provide the following report:
- 5.1.1 A Backup Management Services report, providing an overview of the Backup Management Services in the relevant reporting period, including:
- (a) total number of backups;
  - (b) successful backups performed; and
  - (c) failed backups.
- 5.2 All reports provided under this paragraph 5 will be distributed on a quarterly basis.

**6 CUSTOMER OBLIGATIONS**

- 6.1 The Customer will provide or otherwise comply with the following obligations set out in this paragraph 6.1, which are Customer Obligations for the purposes of this Contract:
- 6.1.1 unless otherwise provided by the Company under this Contract, remain responsible for all third party hardware, software, services, subscriptions and/or infrastructure that necessary to enable the provision of the E-Backup Management Services for Microsoft 365;
- 6.1.2 where the Essentials Service Option has been identified on the Order Form, the Customer is solely responsible for the deployment and management of the E-Backup Management Services for Microsoft 365;
- 6.1.3 where the Enterprise Service Option has been identified on the Order Form, the Customer is responsible for the management of the E-Backup Management Services for Microsoft 365 and may log ad-hoc support requests up to the hours stated on the Order Form. Where support exceeds the hours for ad-hoc support as stated on the Order Form the Company reserves the right to levy additional charges on a time and materials basis in respect of the overuse and/or additional Services requested;
- 6.1.4 ensuring timely participation and engagement with the Change Management process; and
- 6.1.5 the Customer shall remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in writing with the Company.

**7 EXCLUSIONS**

- 7.1 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the E-Backup Management Services for Microsoft 365 (including failing to meet any Service Level), or to pay any Service Credit (if applicable), to the extent caused by any interruption or failure of the E-Backup Management Services for Microsoft 365 arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 7.1:
- 7.1.1 server maintenance or application maintenance carried out by the Customer or a third party;
  - 7.1.2 any failure any act or omission of the third party cloud service provider and/or any other third party provider; and/or
  - 7.1.3 as a result of any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
- and the Company reserves the right to levy additional charges on a time and materials basis in respect of such circumstances.

7.2 The E-Backup Management Services for Microsoft 365 do not include requests for basic product training or technical consulting.

**8 SERVICE LEVELS**

- 8.1 The Company will supply the E-Backup Management Services for Microsoft 365 in accordance with the applicable Service Levels set out in Specific Conditions document X3 – Standard Operational Services.



**9 CHARGES**

- 9.1 The Charges for the E-Backup Management Services for Microsoft 365 are as identified in the Order Form.
- 9.2 The Charges for the E-Backup Management Services for Microsoft 365 will be invoiced monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.