



# Vaulting SERVICE DEFINITION

Version 1.0.0sg

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redcentric

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# 1. Overview

The Vaulting Services provide off-site electronic backup services for Customer data. Data is backed up into and retrieved from the Redcentric Vaults, as described in greater detail below and in the SoW.

## 2. Services

Features of the Services include (unless otherwise stipulated in the SoW for a particular Service) and subject to the provisions of the Contract:

- storage of the backup data in a primary vault with a further copy stored in a geographically separate secondary vault;
- initiation of backups by (i) either (A) the Vault, or (B) the Software on the Customer System(s), or (ii) the Customer;
- incremental backups (e.g. on changes to the Customer Data) or full backups (e.g. for archiving purposes or other operational purposes);
- restoration of data from the Vault electronically at any time;
- provision of communications links by the Customer or Redcentric, and depending on the vaulting service across dedicated links or the internet, or using an internal Redcentric link if the Customer already has a dedicated link into the Redcentric site;
- compression and/or encryption of data;
- monitoring and reporting of backup activity by Redcentric to the Customer.

### 2.1. Data Backups

- After installation, Redcentric will carry out the first (and full) back up of the Customer Data onto the Vault. Thereafter, backups will be automatically initiated by the Vault or the Software in the Customer System(s), depending on the particular Vaulting Service as specified in the SoW.
- Further backups may also be initiated by the Customer, but in this case, Redcentric will not necessarily know whether the backup has been successfully completed, and the Customer shall be responsible for ascertaining this.
- Between scheduled backups, Redcentric will store in the Secondary Vault the Stored Data which is in the Vault.
- Redcentric has a standard retention policy for each type of Vaulting Service governing how long Stored Data will be retained during the Term. If the Customer wishes, it may (working with Redcentric) create a specific policy for itself, and Redcentric will use that policy if possible. The retention policy will be used in calculating storage capacity required for the Customer in the Vault and Secondary Vault. Redcentric shall delete items of Stored Data in accordance with this policy.

### 2.2 Data Restores

- The Customer may retrieve Stored Data from the Vault at any time, subject to the provisions of the MSA. Unless otherwise agreed (for example pursuant to a Managed Restore Service in an associated Contract for Recovery Services entered into by Redcentric and the Customer) the Customer is responsible for retrieving Customer Data from the Vault. If the Customer has an associated SoW for Recovery Services (with Redcentric) which does not provide Managed Restore Services, and the Customer wishes to use the Stored Data from the Vault, Redcentric will make available a connection from the Vault to the applicable recovery servers in the applicable Redcentric site at time of testing or on invocation.
- If the Vault is not available for retrieval purposes for any reason, then at the Customer's request Redcentric shall use its reasonable endeavours to make available Stored Data in the Secondary Vault.
- On expiry or earlier termination of the SoW, the Customer shall cease to have access to the Vault and Secondary Vault. Redcentric will retain all Stored Data for 30 days after expiry or earlier termination of the SoW. During this 30 days period, at the Customer's request, Redcentric will make the Stored Data

available to the Customer, subject to payment of its then current Charges for doing so. At the expiry of the 30 days period, Redcentric will delete all Stored Data.

## 2.3 Monitoring and Support

- The Vault will be configured to generate on each Business Day during the week, an automated email response to the Customer, confirming the receipt and storage of any backup received since the last automated email response. The Customer shall check the automated email response in order to verify that the relevant matter intended to have been transmitted from the Customer System(s) has been received and processed by the Vault and whether there are any exclusions due to open files or directories on the Customer System(s). However, where Redcentric detects a problem or failure in relation to storage of a backup into the Vault, a member of Redcentric's personnel will endeavour to contact the Customer to advise it of the problem and Redcentric's recommendations for resolution.
- Redcentric shall monitor the availability of the Vault and Redcentric provided Communications Link(s), and (save for matters for which the Customer is responsible) promptly take all reasonable steps to remedy any problems.
- Redcentric shall provide a help desk facility which will be available for the Customer to contact either by telephone or email during each Business Day. Redcentric shall use its reasonable endeavours to respond to a request made by the Customer to the helpdesk within 4 hours of the Customer's request, provided it is still within the same Business Day, or if not, then within 4 hours of the commencement of the next Business Day.

## 3. Customer Responsibilities

In sufficient time to enable Redcentric to perform its obligations the Customer shall:

- Appoint the Customer Contact and designate two suitably qualified and authorised employees, to provide the co-ordination and assistance required;
- If applicable, (i) give Redcentric or its agents access to the CPE Site(s) to enable it or them to install any CPE there for the purposes of the Services; (ii) provide suitable space in suitable communications rack(s) for the CPE; and (iii) provide suitable power for the CPE; (iv) (except when a CPE Site is a Redcentric site) provide one or more PSTN lines as required for Redcentric to provide remote support;
- Provide any Communications Link(s) the Customer is to provide;
- Install and configure the Software on the Customer's Systems (such installation to be subject to such reasonable procedures and processes as may be required by Redcentric), if (as specified in the SoW or otherwise agreed with Redcentric) it is responsible for installing the Software on the Customer Systems;
- Assist Redcentric, as reasonably requested by Redcentric, in installing and configuring the Software on the Customer Systems, if (as specified in the SoW or otherwise agreed with Redcentric) Redcentric is responsible for installing the Software;
- Assist Redcentric in setting up and defining parameters of the Customer Data;
- Work with Redcentric to establish, configure and install the Backup Schedule.
- Appoint the Customer Contact to coordinate activities between the Customer and Redcentric;
- Supply the names of its employees who are authorised to request changes (that do not require Redcentric's agreement) to any element of the Services; and
- Provide such assistance as may be required by Redcentric throughout the Term, designate two suitably qualified and authorised employees who have access rights to all the Customer's relevant computer systems (including the Customer's Systems) and who have relevant knowledge of: (i) IT and data management; (ii) the Customer's network structure; (iii) the Customer's directory structures, and (iv) the Customer's business activities relevant to the application of the IT systems.
- The Customer shall promptly:
  - inform Redcentric of any changes to the Customer Contact from time to time;
  - inform Redcentric of any changes to the parameters of the Customer Data from time to time;
  - make any necessary changes to any configuration files from time to time as directed by Redcentric personnel;
  - give Redcentric any diagnostic information and log files required by Redcentric from time to time.

- The Customer warrants that the Stored Data is and will be lawful and lawfully held by the Customer and that it shall use the CPE and Redcentric procured Communication Link(s) (if any) and Software in a proper and lawful manner and only in connection with the Services, and not allow any person to use the same who is not trained and skilled in its operation.
- The Customer acknowledges and agrees that it is the best judge of the value and importance of the Stored Data and it will be solely responsible for taking out any insurance policy or other financial cover for any costs, expenses, loss or damage, which may arise from any loss, damage or destruction to Stored Data, howsoever occurring.

## 4. Redcentric Responsibilities

Starting on the Commencement Date, and subject to the Customer performing its obligations in relation to installation, Redcentric shall:

- Install and configure the Software on the Customer's Systems, if (as specified in the SoW or otherwise agreed) Redcentric is responsible for installing the Software on the Customer Systems);
- If applicable, install and configure the Communications Link(s) and/or CPE (if any) that Redcentric is to provide at the CPE Site(s);
- Provide training in the use of the Services for the number of Customer employees specified in the SoW (and if no such number is specified, then for up to two (2) Customer employees);
- Work with the Customer to establish, configure and install the Backup Schedule.

## 5. Miscellaneous

### 5.2 Changes and Outages

- From time to time, Redcentric may need to perform maintenance on, or make repairs or adjustments to, equipment, systems and/or infrastructure at the location of the Vault and/or Secondary Vault, and shall be entitled to do so at its discretion, without incurring liability for so doing. In the event of any such maintenance or adjustment being needed, then except in the case of emergency maintenance, Redcentric will give the Customer reasonable prior notice, and shall use all reasonable endeavours to limit the interruption. If emergency maintenance is needed, Redcentric shall be entitled to interrupt services without prior notice.

### 5.2 Customer Premises Equipment (CPE)

- If any CPE is installed at a Customer site (including, where appropriate, any Customer rack or other facility into which any CPE is to be installed at a Redcentric site), but not otherwise.
- The Customer warrants that it shall allow (and that it is lawfully permitted to allow) Redcentric to install the CPE at the CPE Site.
- The Customer shall indemnify Redcentric for loss of or damage to the CPE except to the extent caused by the negligence of Redcentric, or that of any of its servants or agents for which Redcentric is vicariously liable in law.

### 5.3 Software and Documentation

- Redcentric uses software licensed from a third party in providing the Services. Such software is designed to provide backup support to specific operating, database and email systems. The Customer shall ensure that it promptly (and no later than reasonably required by Redcentric) installs all new versions of, and updates and patches to, that software that Redcentric makes available to the Customer.
- The Customer's software providers may issue:

- new releases of any of the operating, database or e mail systems installed on the Customer System(s); or
  - upgrades or patches (e.g. Microsoft Service Pack) to the Customer System(s).
- In these circumstances, new or amended Software that may be required to support the new releases or upgraded or patched Customer System(s) may not be immediately available for use by Redcentric in providing the Services. The Customer acknowledges that if it installs such new releases, upgrades or patches before the required new or amended Software is installed by Redcentric, then Customer Data may not be correctly sent to or received by the Vault.
- The Customer shall inform Redcentric promptly of its intention to install any such new releases, upgrades or patches. Redcentric will confirm whether the new release or upgraded or patched software is supported by the Software or requires a new vaulting software agent.
- Redcentric and/or its representatives shall be permitted to inspect the Customer System(s) in order to verify compliance by the Customer with the provisions relating to the use of the Software.
- The Customer may use the Documentation for its use of the Services and no other purpose, and will not duplicate, or cause or permit the duplication of, the Documentation in whole or part. The Customer will obtain no title to any Documentation.
- At the expiry or earlier termination of the MSA and/or SoW the Customer shall, at its own cost, permanently destroy or return to Redcentric (at Redcentric's option) the Software and Documentation.

## 5.4 Communications Link(s)

- Any Communications Link(s) procured by the Customer must comply with Redcentric's standards as notified to the Customer, unless (and to the extent) otherwise agreed by Redcentric. These links shall be made available by the Customer for the Term. Redcentric has no obligation (other than notifying the Customer of Redcentric's standards) in relation to any Customer procured Communications Link(s).
- If Redcentric is to provide any Communications Link(s), it will do so as set out below.
- All Redcentric provided 'point to point' telecommunications circuits will be connected between the Carrier Demarcation Point (CDP) at the CPE Site and the Vault site. Redcentric is not responsible for the availability, timing or quality of transmission or signalling on the Customer's side of any CDP.
- Telecommunications providers frequently quote for the provision of services on certain assumptions, which may turn out not to be valid. In the event that a telecommunications provider declines to provide the service on the terms quoted to Redcentric or at all, as a result of such assumptions not being valid, Redcentric shall be entitled to obtain the service from another provider or the same provider on different terms, and shall be entitled (acting in good faith and on reasonable grounds) to pass on any increase in cost to the Customer and shall not be liable for any consequent delay in the provision of the Services.
- Installation of any communications links to the Vault site, that are requested by the Customer and are in addition to any communications links already available at the Vault site may be subject to the consent of the landlord under Redcentric's lease or other agreement governing Redcentric's occupation of the Vault site, and (where such consent is granted) shall be conducted at times agreed with Redcentric, and if Redcentric desires, its involvement and payment of its Charges in connection therewith. The Customer shall be responsible at its own cost in all things for the provision to any communications supplier of any required consent, way leave or other matters required by the communications provider, in relation to any Customer occupied or utilised site, which is linked to the Vault.
- All Communications Link(s) are provided or procured subject to the availability of the necessary services from Redcentric's communications providers. The Customer acknowledges and agrees that the transfer of data across any Communications Links is subject to the availability of the necessary services from third party telecommunications providers. Accordingly, Redcentric does not guarantee (nor is it a condition or warranty of the Contract) that storage to and retrieval from the Vault of any data via the Communications Links will always be possible without interruption or error.
- Redcentric may, without liability, by prior written notice to the Customer, terminate or withhold the provision of all or part of the Services, if: (a) Redcentric no longer has the legal right to provide the Communications Link(s), or (b) Redcentric's communications providers terminate services to Redcentric; or (c) any regulatory authority asserts jurisdiction over the Services, resulting in Redcentric being required to submit to common carrier, public utility or other regulation to which Redcentric is not now subject.



## 6. Glossary

**“Backup Schedule”** means a schedule of the times agreed with Redcentric from time to time, that backups of the Customer’s Systems are to be taken

**“Communications Link(s)”** means either (i) a Redcentric or Customer procured telecommunication(s) link, or (ii) the Internet, as specified in the SoW;

**“CPE Site”** means any site described as such in the SoW where any CPE is to be located (including any Customer rack in which any CPE is to be installed at a Redcentric site);

**“Customer Contact”** means the Customer’s authorised representative specified as such in the SoW, nominated to liaise and work with Redcentric in connection with the Services;

**“Customer Data”** means the agreed files, databases and directories contained within the Customer System(s), that are to be stored in the Vault pursuant to the Contract;

**“Customer Premises Equipment”** or **“CPE”** means any Redcentric equipment (e.g. a router) to be installed at a Customer site (or on a Customer rack at a Redcentric site) for the purposes of the Services;

**“Customer System(s)”** means the Customer’s data processing system(s) identified with file server references, operating system and database or open file manager or email application type, all as specified in the SoW;

**“Documentation”** means any documentation provided by Redcentric for the purpose of providing the Services;

**“Secondary Vault”** means a secondary Redcentric storage vault at a site different from the site of the Vault;

**“Software”** as defined in the MSA;

**“Software Installation Site”** means any site at which Redcentric is to install Software;

**“Stored Data”** means the Customer Data that is stored on the Vault from time to time;

**“Subscription Charges”** means the Charges described as such in the SoW;

**“Vault”** means the primary Redcentric system used for storage of the Stored Data.

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