

SERVICE SPECIFIC CONDITIONS FOR DPR BACKUP SERVICES FOR MICROSOFT 365

These Service Specific Conditions for DPR Backup Services for Microsoft 365 apply in addition to the Wavenet Master Service Agreement (MSA) and the Service Specific Conditions for Supporting Services to govern the Customer's use of the DPR Backup Services for Microsoft 365.

1 DEFINITIONS

1.1 Capitalised terms used in these Service Specific Conditions shall have the following meanings for the purposes of these Service Specific Conditions only:

"Assisted"	means a Service Option in relation to the DPR Backup Services for Microsoft 365 provided by Wavenet in accordance with paragraph 2.2;
"Backup Management Services"	means the Services provided in accordance with paragraph 2.4 of these Service Specific Conditions;
"DPR Backup Services for Microsoft 365"	means the Services provided by Wavenet to the Customer in accordance with these Service Specific Conditions;
"Licensed"	means a Service Option in relation to the DPR Backup Services for Microsoft 365 provided by Wavenet in accordance with paragraph 2.1;
"Managed"	means a Service Option in relation to the DPR Backup Services for Microsoft 365 provided by Wavenet in accordance with paragraph 2.3;
"Microsoft 365"	means a product family of productivity software, collaboration and cloud-based services owned by the Microsoft Corporation;
"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;
"SaaS"	means Software as a Service which is a method of software delivery and licensing in which software is accessed online via a subscription rather than bought and installed on individual devices;
"Service Option"	means Licensed, Assisted or Managed, as set out in the Order; and
"Supported Cloud Environment"	means Microsoft 365 as identified in the Order as the Supported Cloud Environment.

1.2 All other capitalised terms used in these Service Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the MSA and/or the Service Specific Conditions for Supporting Services.

2 SERVICE DELIVERABLES

2.1 Licensed

2.1.1 Where specified in the Order that the applicable Service Option is Licensed, Wavenet will:

- (a) provide SaaS backup for Microsoft 365 licences in accordance with the Service Specific Conditions for the Supply of Products; and
- (b) provide an end user self-service portal with backup and restore capability for the exclusive use of the Customer.

2.2 Assisted

2.2.1 Where specified in the Order that the applicable Service Option is Assisted, Wavenet will:

- (a) provide SaaS backup for Microsoft 365 licences in accordance with the Service Specific Conditions for the Supply of Products;
- (b) provide an end user self-service portal with backup and restore capability for use by the parties;
- (c) assist with the deployment of the DPR Backup Services for Microsoft 365; and
- (d) provide ad-hoc support where these requests are submitted via the Wavenet customer portal in accordance with the number of hours stated in the Order.

2.3 Managed

2.3.1 Where specified in the Order that the applicable Service Option is Managed, Wavenet will:

- (a) allocate SaaS backup for Microsoft 365 licences in accordance with the Service Specific Conditions for the Supply of Products;
- (b) provide the Customer with access to an end user self-service portal with backup and restore capability for use of the parties;
- (c) provide deployment of the DPR Backup Services for Microsoft 365;
- (d) provide Backup Management Services into or otherwise in connection with the Supported Cloud Environment as detailed in paragraph 2.4; and
- (e) provide reports as detailed in paragraph 3.

2.4 Backup Management Services

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- 2.4.1 Where Wavenet is providing Backup Management Services in accordance with paragraph 2.3.1(d), it will:
- (a) do so exclusively using technology and software determined by Wavenet 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 the backup schedule allowing;
 - (ii) report the failed backup to the Customer; and
 - (iii) investigate the failures in accordance with Wavenet's Incident Management process. In the event of a repeated failed backup, Wavenet will initiate Problem Management in accordance with Wavenet's Problem Management process; and
 - (g) implement Changes to the Backup Management Services in accordance with Wavenet's Change Management process.
- 2.4.2 Where the Backup Management Services technology and/or software is not expressly agreed to be provided by Wavenet, backup (capacity and implementation) is the Customer's responsibility.
- 2.4.3 In the event of loss of data that is subject to the Backup Management Services, Wavenet will restore the data to its last known good status as identified by Wavenet and notified to the Customer. This activity will be assigned a priority based upon its severity and managed in accordance with Wavenet's Incident Management process.
- 2.4.4 In the event that restoring the data requires the resources or assistance of the Customer or a third party supplier of the Customer, Wavenet will manage that third party resource in accordance with Wavenet's Incident Management and/or Problem Management process, as applicable.
- 2.4.5 Wavenet 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 Wavenet's liability will be limited to using its reasonable endeavours to restore the previous most recent uncorrupted backup (if available) of such data.
- 2.4.6 For the avoidance of doubt, these Service Specific Conditions for DPR Backup Services for Microsoft 365 do not apply to a fully managed service. Where the Customer takes a fully managed service, the Service Specific Conditions for IT Support shall apply.

3 REPORTING

- 3.1 Where specified in the Order that the applicable Service Option is Managed, Wavenet will provide 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.
- 3.2 All reports provided under this paragraph 3 will be distributed on a quarterly basis.

4 CUSTOMER OBLIGATIONS

- 4.1 The Customer will provide or otherwise comply with the following obligations set out in this paragraph 4.1:
- 4.1.1 unless otherwise provided by Wavenet under this Agreement, the Customer will remain responsible for all third party hardware, software, services, subscriptions and/or infrastructure that is necessary to enable the provision of the DPR Backup Services for Microsoft 365;
 - 4.1.2 where the Licensed Service Option has been identified in the Order, the Customer is solely responsible for the deployment and management of the DPR Backup Services for Microsoft 365;
 - 4.1.3 where the Assisted Service Option has been identified in the Order, the Customer is responsible for the management of the DPR Backup Services for Microsoft 365 and may log ad-hoc support requests up to the hours as stated in the Order. Where support exceeds the hours for ad-hoc support as stated in the Order Wavenet reserves the right to levy additional charges on a time and materials basis in respect of the overuse and/or additional Services requested;
 - 4.1.4 ensuring timely participation and engagement with the Change Management process; and
 - 4.1.5 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 Wavenet.

5 EXCLUSIONS

- 5.1 Wavenet 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 DPR Backup Services for Microsoft 365 (including failing to meet any service level), or to pay any service credit (if applicable), to the

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extent caused by any interruption or failure of the DPR Backup Services for Microsoft 365 arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 5.1:

5.1.1 server maintenance or application maintenance carried out by the Customer or a third party;

5.1.2 any failure, act or omission of the third party cloud service provider and/or any other third party provider; and/or

5.1.3 as a result of any delay or failure by the Customer to provide or otherwise comply with the obligations set out in clause 5;

and Wavenet reserves the right to levy additional charges on a time and materials basis in respect of such circumstances.

5.2 The DPR Backup Services for Microsoft 365 do not include requests for basic product training or technical consulting.