

## **SCHEDULE N: SERVICE DEFINITION FOR CLOUD BACKUP SERVICE**

### **1. Cloud Backup Service Description**

Vysiion's Cloud Backup Service is a data protection platform ("the Cloud Backup Platform") that provides the Customer with automated cloud-to-cloud backup and recovery for selected SaaS applications data, such as Microsoft 365 Exchange Online, OneDrive, Microsoft Teams and SharePoint Online (the "Customer Data"). Backups are stored in a UK-based Cloud Storage Area. The Service uses enterprise-grade digital envelope encryption (256-bit TLS in-transit and AES 256-bit at-rest) to secure Microsoft 365 backup data. Unless the Customer contracts with Vysiion for an Individual Service Managed Flex Manage Service to cover management of the Cloud Backup Service, the Customer shall be responsible for managing the Service and to that end the Customer will be provided with read/write access to the data protection platform.

The number of users covered by the Service and the applicable Service Plan (as defined below) are set out on the Order Form.

Two (2) Service Plans are available. The Service Plans comprise of the following components:

#### Business Service Plan

- Storage: 20GB per user
- Backup Frequency: Backups execute automatically every 24 hours
- Data Retention: Retention for 120 days after which the data will be deleted.

#### Enterprise Service Plan

- Storage: 50GB per user
- Backup Frequency: Backups execute automatically every 12-24 hours or can be requested on-demand
- Data Retention Default: Retention for 120 days after which the data will be overwritten.
- Data Lock: Available as optional at no extra charge, this feature prevents any modification or deletion of backups.

#### Optional Add-Ons

The Service can be complemented by the following optional add-ons, which will be provided, where applicable, as set out on the Order Form:

- Sensitive Data Governance: Allows Customer to define sensitive data and scan user data for compliance violations or risks of violations Available for a defined number of users as set out on the Order Form.
- High-Storage Tier: Additional 250GB of storage per user, above the 50GB Enterprise base. Available for a defined number of users as set out on the Order Form. This option is only available as an add-on to an Enterprise Service Plan.
- Preserved Users: Provides ongoing retention and access to backup data of deprovisioned or inactive users, for the duration of the applicable retention period under that user's Service Plan. Without a Preserved User add on, data will be deleted from the platform when a user is de-provisioned or is made inactive.
- Advanced Ransomware Protection and Recovery: Provides machine learning-based anomaly detection of backup activity, automated ransomware alerts, forensic insights, and the ability to perform point-in-time recovery of data.

Vysiion does not warrant or guarantee that all ransomware events will be identified, detected, prevented, or remediated, and Vysiion shall have no liability for any loss, damage, or claims arising from or in connection with ransomware activity.

### **2. Responsibilities of the Parties**

The responsibilities of each Party are as follows:

#### **2.1 Vysiion Responsibilities**

Vysiion will be responsible for:

- Environment Assessment: Reviewing Customer requirements, retention policies, and data protection needs.
- Tenant Provisioning: Creating and configuring the Customer's Cloud Backup Service tenant.
- Policy Configuration: Setting up backup policies and retention rules according to Customer requirements.

- Identity & Access: Configuring authentication (e.g., SSO/AD integration) and assigning user/role permissions for Customer access to the data protection platform.
- Initial Backup & Validation: Performing initial backup job and restoration test (1 per data set) to validate data protection coverage.
- Documentation & Handover: Providing configuration summary and operational guide.
- Restore Assistance: Guided or fully managed restore of files, workloads, or SaaS data as requested.
- Vendor Escalation: Liaison with the vendor support for complex or platform-level issues.

## 2.2 Customer Responsibilities

The Customer is solely responsible for:

- Management of the Service via access to the data protection platform;
- Ensuring and maintaining the confidentiality of credentials, passwords, and encryption keys associated with its users and accounts;
- Ensuring and taking steps to maintain (a) appropriate security; (b) protection of passwords and encryption keys; and (c) suitable security settings for any backup of Customer Data;
- All activities that occur with respect to Customer's accounts;
- Its access and use of the Service and compliance with this Service Document and the Documentation;
- All content of Customer Data;
- All product settings, which may override individual endpoint settings of users, if applicable.

## 3. Data Retrieval

Upon termination of the Contract, the rights granted to the Customer in respect of this Service will terminate and the Customer shall immediately cease all use of the Service and delete related documentation and passwords in its possession of control. Save in the event of termination by Vysiion pursuant to Clause 12.5 (legal/regulatory instruction) or Clause 12.3.1 (breach) of the General Terms, upon termination of the Contract, the Customer may access the Service for thirty (30) days immediately following termination solely to retrieve a back-up of the Customer Data at no cost. Vysiion will have no obligation to maintain or provide access to the Customer Data after thirty (30) days from the termination date and will delete such data unless legally prohibited from doing so.

## 4. Target Service Commencement Dates\*

Cloud Backup Service 5 Working Days.

\* From order acceptance.

## 5. Service Level Agreement

### Service Availability

Availability is calculated as (Total hours in Reporting Period – Unscheduled Maintenance in hours which causes unavailability – Scheduled Maintenance in hours) / (Total hours in Reporting Period – Scheduled Maintenance in hours) X 100%

The Service is Unavailable if the Customer is unable to access the Service:

- During periods of Unscheduled Maintenance; or
- For reasons not due to any of the Excused Reasons.

|                      | Target Availability |
|----------------------|---------------------|
| Cloud Backup Service | 99.5%               |

### Scheduled Maintenance

A weekly scheduled maintenance period may be scheduled every Saturday between 9:00AM UTC to 300PM UTC (the "Scheduled Maintenance Period") to perform system maintenance, backup, and upgrade functions for the Service. If scheduled maintenance is required outside of the Scheduled Maintenance Period described above, Vysiion will notify the Customer at least two (2) Working Days in advance. Scheduled Maintenance for the purpose of the availability calculation is the Scheduled Maintenance Period (irrespective of whether any maintenance occurs during it) plus any scheduled maintenance that occurs outside of the Scheduled Maintenance Period.

### Unscheduled Maintenance

Unscheduled maintenance may be required to resolve issues that are critical for Customer and/or performance of the Service. Vysiion will use its commercially reasonable efforts to notify Customer at least five (5) hours prior to the unscheduled maintenance.

### Service Credits

|                           | Measure            | Service Credit* |
|---------------------------|--------------------|-----------------|
| Cloud Backup Availability | > 0.1 Below Target | 5%              |
|                           | > 0.5 Below Target | 10%             |

\* The Service Credit is applied as a percentage of the Monthly Charge for the Cloud Backup Service only.

### Service Credits Claim Process

Service credit claims must be submitted monthly in arrears to [customerservice@vysiion.co.uk](mailto:customerservice@vysiion.co.uk) within five (5) days after the end of the month in which the failure to meet the target service level occurred. Apart from the reduced period specified, all other aspects of section 5.3 of the main body of this Service Document applies.

### Exclusions

In addition to the Excused Reasons set out in the main body of this Service Document, the following shall constitute an Excused Reason for this particular Service:

- i. any fault or failure resulting from Customer combining or merging the Cloud Backup Service with any hardware or software not supplied by Vysiion or not identified by Vysiion in writing as compatible with the Cloud Backup Service;
- ii. interruptions or delays in providing the Service arising from telecommunications or Internet service provider failures;
- iii. suspension or termination of Service by the underlying supplier (Druva Inc) due to Customer's breach of any provision of the Druva EULA (defined below).
- iv. any interruption or unavailability resulting from Customer's use of the Cloud Backup Service in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Cloud Backup Service.

### **6. Definitions**

|                                  |                                                                                                                                                                                     |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Cloud Storage Area"</b>      | the geographic storage area where Customer Data will be stored;                                                                                                                     |
| <b>"Reporting Period"</b>        | means one calendar month;                                                                                                                                                           |
| <b>"Scheduled Maintenance"</b>   | any maintenance (i) which falls in the Scheduled Maintenance Period and (ii) for which at least 2 days' notice is given if outside of the Scheduled Maintenance Period;             |
| <b>"Unscheduled Maintenance"</b> | any maintenance (i) which does not fall in the Scheduled Maintenance Period and (ii) for which at least 2 days' notice is not given if outside of the Scheduled Maintenance Period. |

### **7. Additional Terms**

The following terms apply to the provision of the Service by Vysiion in addition to the Vysiion General Terms.

- 7.1 The planned works notice provision in Section 3.2 of the main body of this Service Document does not apply to the Service. Vysiion shall provide the Customer with two (2) Working Days' notice.
- 7.2 The Customer acknowledges and accepts that patch management will be conducted automatically by the underlying provider, Druva Inc, as an element of their responsibility to maintain infrastructure associated with the Service. Section 6.10 (Patch and Release Management) of the Additional Terms for Cloud & IT Services set out in this Service Document does not apply in respect of this Service.
- 7.3 The Customer acknowledges and accepts that the underlying provider, Druva Inc, hosts the Service and may update the functionality, user interface, usability and other documentation, relating to the Service, from time to time, in its sole discretion. The Customer agrees that Druva Inc may make necessary technical or other changes to the Service and provision of the Service on an as-needed basis.
- 7.4 The Customer agrees to be bound by Druva Inc's terms and conditions ("Druva EULA") accessible at the point of logging into the Cloud Backup Platform.
- 7.5 The Customer shall use the Service in accordance with any Druva Inc documentation made available and/or provided to the Customer, and as may be updated from time to time, and in compliance with applicable

operating instructions and all applicable laws and regulations and for no purpose other than as specifically authorised in the Druva Inc documentation.

- 7.6 The Customer will enable and permit Druva Inc (and/or its third party contractors) to process Customer Content solely for the purpose of providing the Service, in accordance with Druva Inc's Data Processing Addendum a copy of which is available upon request by sending an email to [CommercialCounsel@Exponential-e.com](mailto:CommercialCounsel@Exponential-e.com).
- 7.7 The Customer shall not use or permit the Services to perform any file storage or other services for any third party.
- 7.8 The Customer shall not knowingly use or permit the use of any software, hardware, application or process that: (a) interferes with the Services; (b) interferes with or disrupts servers, systems, or networks connected to the Services; or (c) accesses or attempts to access another customer's account, servers, systems, or networks without authorisation.
- 7.9 The Customer shall not (a) harass or interfere with another customer's use and enjoyment of the Service; and (b) tamper with or breach the security of the Services.
- 7.10 The Customer shall not timeshare, use or offer the Services on a service bureau basis or engage in the competitive analyses of the Services.