

SCHEDULE P: SERVICE DEFINITION FOR CLOUD NATIVE BACKUP SERVICE

1. Cloud Native Backup Service Description

Vysiion's Cloud Native 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 cloud-native infrastructure and workloads. 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 cloud-native backup data. Unless the Customer contracts with Vysiion for an Individual Service Managed Flex Manage Service to cover management of the Cloud Native 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.

1.1 Workloads

Current workloads protected currently include (together, the "Customer Workloads"):

- Azure Virtual Machines
- Azure Files
- Azure SQL
- Azure Blob
- AWS EC2 Instances
- Amazon RDS
- AWS S3
- Microsoft Entra ID

Vysiion's Cloud Native Backup Service performs an initial full backup of the selected assets, followed by incremental backups that capture changes over time. Data is deduplicated and compressed before being stored, and the Service charge is based on the storage commit in GB after deduplication, as set out on the Order Form.

1.2 Service Plans

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

1.2.1 [Enterprise Service Plan](#)

- Backup Frequency: Backup frequency will be agreed with the Customer as part of the Policy Configuration activities.
- Data Retention Default: A default retention period of at least 30 days after which the data will be overwritten. The retention period can be extended as part of the Policy Configuration activities.
- Capabilities: The Enterprise plan includes, amongst other features, data lock, cross-cloud backup capabilities, and automated cloud Disaster Recovery (DR).

1.2.2 [Elite Service Plan](#)

- Backup Frequency: Backup frequency will be agreed with the Customer as part of the Policy Configuration activities.
- Data Retention Default: A default retention period of at least 30 days after which the data will be overwritten. The retention period can be extended as part of the Policy Configuration activities.
- Capabilities: The Elite plan includes all Enterprise capabilities and additionally provides self-service rollback capabilities, enabling authorised users to initiate recovery actions without requiring full administrative intervention.

1.2.3 [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:

- Security Posture & Observability: Provides an overview of the Customer's data security posture and deep observability into how that data has changed, using AI to detect malicious backup activity.
- Accelerated Ransomware Recovery: Includes integrations for security, orchestration, automation, and response tools to automate response actions like quarantining to stop the spread of ransomware or prevent re-infection.

5. Service Level Agreement

5.1 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:

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

	Target Availability
Cloud Native Backup Service	99.5%

5.2 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.

5.3 Service Credits

	Measure	Service Credit*
Cloud Native 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 Native Backup Service only.

5.4 Service Credits Claim Process

Service credit claims must be submitted monthly in arrears to clientrelations@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.

5.5 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 Native Backup Service with any hardware or software not supplied by Vysiion or not identified by Vysiion in writing as compatible with the Cloud Native 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 Native Backup Service in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Cloud Native Backup Service.

6. Rate Card

The Cloud Native Backup Service Rate Card is available upon request from sales@vysiion.co.uk.

7. Definitions

"Cloud Storage Area"	the geographic storage area where Customer Workloads will be stored;
"Reporting Period"	means one calendar month;
"Scheduled Maintenance"	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;
"Unscheduled Maintenance"	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.

8. Additional Terms

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

- 8.1 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.
- 8.2 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. Clause 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 The Customer shall not use or permit the Services to perform any file storage or other services for any third party.
- 8.8 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.
- 8.9 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.
- 8.10 The Customer shall not timeshare, use or offer the Services on a service bureau basis or engage in the competitive analyses of the Services.