

SCHEDULE C: SERVICE DEFINITION FOR ONLINE BACKUP SERVICES**1. Online Backup Service Description**

Exponential-e's Online Backup Service provides customers the ability to back up selected data to Exponential-e's backup servers located in Exponential-e's Tier 3 UK data centres (the "Backup Server"). The Partner can connect to the Backup Server either via the Partner/End User's existing internet connection or by utilising an Exponential-e Connectivity Service. The Online Backup Service requires the Partner/End User to use an Exponential-e-provided software agent. As part of the installation process the Partner/End User will select an encryption key which is held solely by the Partner/End User (Exponential-e will have no access to it) which will be required to restore data. Prior to data leaving an End User Server, the Exponential-e software agent will encrypt all data. All Stored Data is encrypted. There is no Target Service Commencement Date for this Service.

First Time Backup

This can be sent physically (to Cloud Installations, Exponential-e Limited, 100 Leman Street, London, E1 8EU) or via network to Exponential-e. The responsibility for the data and media, including risk, resides solely with the Partner/End User until Exponential-e confirms receipt. The process of loading this data can take up to 5 Working Days to commence.

Retention Policy

The default retention policy is 30 incremental backups as configured by the Partner/End User.

Reporting

Reporting functionality is available to the Partner/End User via the Exponential-e software agent or via the portal. The Partner/End User is also able to setup email reporting of successful or unsuccessful backups. The responsibility for setting up email reporting resides solely with the Partner/End User.

Restoration

The Partner may restore Stored Data to the original location or alternate locations including the Exponential-e VDC. Any usage of Exponential-e VDC shall be subject to the then-current Service Definition for VDC Services and the Partner shall be charged on a Pay As You Go basis for any usage.

2. Service Level Agreement**Service Availability**

The Online Backup Service is considered available if the Partner/End User can access the Stored Data (as evidenced by the availability of the portal).

	Target Availability
Online Backup Service	99.99%

Service Credits

	Measure	Service Credit*
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 Online Backup Service for the month concerned. Monthly Charge is the Annual Charge divided by 12 and/or any Usage Charges for the month concerned (where applicable).

3. Rate Card

The Rate Card for Online Backup is available upon request from sales@exponential-e.com.

4. Data Processing

When Exponential-e provides an Online Backup Service, this may result in Exponential-e Processing Partner Personal Data. The following applies to the Processing of such Personal Data by Exponential-e:

Subject Matter of Processing

The Personal Data (if any) that the Partner / End User stores within the Online Backup Service.

Username, email addresses and passwords used in conjunction with the Service and/or the Service portals.

Nature of the Processing

In respect of Personal Data within the Stored Data, storage only. Exponential-e will not block, delete, correct, pseudonymise or encrypt the Stored Data. Exponential-e has no responsibility for data accuracy.

In respect of usernames, email addresses and passwords used in conjunction with the Services and/or Service portals, collection, logging and storage.

Return of Personal Data

Exponential-e will not extract the Partner Personal Data from the Stored Data and return it to the Partner / End User. The Partner / End User shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in this Service Document.

[Appropriate Technical and Organisational Measures](#)

The Partner agrees that as far as it is concerned the security measures set out in the Contract and Exponential-e's maintenance of (a) the ISO27001 (Information Security Management) standard and (b) the CSA: Star Cloud standard (or any replacement or equivalent of either subsisting from time to time) (collectively the "Security Measures") fulfils the requirement of appropriate technical and organisational measures and the Partner agrees not to contend otherwise, recognising that the Charges for the Online Backup Service directly relate to the Security Measures to be applied.