

PRODUCT ANNEXURE - DATA MANAGEMENT

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of Data Management Services provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/>. The nomenclature used in the Agreement shall apply to this Product Annexure.

2. DATA MANAGEMENT SERVICES

- 2.1. Incremental backups are made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only.
- 2.2. The Supplier shall not be obliged to provide any of the following as part of the services, unless contracted for separately:
 - 2.2.1. Any services in respect of the maintenance and operation of the information technology systems on which a Veeam Backup service is installed and operated.
 - 2.2.2. Any services relating to the information technology systems, communications, hardware or any other software or firmware of any kind not covered in this Product Annexure.
- 2.3. The Customer acknowledges that it has been made aware that backups will be performed any time that a virtual machine, workstation and/or server is connected to the internet, regardless of the network or access medium to which that virtual machine, workstation and/or server is connected. Accordingly, the Supplier is not responsible for any data charges incurred or degradation of the network speed as a result of backups being performed.
- 2.4. The Supplier's target availability for access to backup files is 99.99%. For purposes of this clause, the following shall not be regarded as downtime: the Customer's inability to reach the Veeam Backup service due to downtime of the Customer's access circuits or connectivity services. Insufficient storage based on the Customer's storage lease. Unavailability as a consequence of exceeded storage quotas. Failed backups during scheduled or emergency maintenance windows. As soon as the maintenance window is complete, the backup will complete successfully.
- 2.5. The Supplier response times will be within the time stated on the selected service level agreement. The Supplier Backup Support Process and Checklist and Hosted Backup is hosted on the Supplier's Infrastructure and therefore the responsibility of The Supplier to keep the infrastructure up and running. If the fault lies with the Supplier core infrastructure, then the Supplier takes responsibility for fixing these issues within the given SLA timelines. As the products are self-managed products, the customer will be responsible for all other issues. This process will assist our support engineers to understand if the issue is the responsibility of the Supplier or the Customer.
- 2.6. The Customer acknowledges that Server restore time from a back-up depends on the volume of data and the speed of the customers links, which could result in several hours downtime. In such cases, the Supplier is not obliged to give the Customer a service credit of any nature.
- 2.7. When an agent is used to back up the server or endpoint, the Supplier cannot be held responsible if the agent is not available due to network connectivity or OS-related reasons. The following troubleshooting steps need to be followed by the Customer before logging a call with The Supplier:

- 2.7.1. Has network connectivity been checked to the server.
- 2.7.2. Does the server have access to the backup repository?
- 2.7.3. Is the server running the latest updates/patches?
- 2.7.4. Has the server been rebooted since the fault occurred?

3. TERMINATION

- 3.1. The provisions of the clause 15 of the Agreement shall apply to any termination of Services under this Product Annexure.
- 3.2. For convenience, the Services under this Product Annexure used by the Customer may be cancelled for any or no reason by either party with a preceding calendar months' notice.
- 3.3. At the end of the calendar month notice period, the Customer's Account will be terminated, and the Customer will be provided with access to an archived backup copy of the Customer's account content.
- 3.4. The Customer content/backups will be held for 30 days for the purposes of retrieval by the Customer. At the end of such 30-day period, and except as may be required by law, the Customer Data will be deleted or otherwise rendered inaccessible.

END OF ANNEXURE