



Lanmark Managed Service for Microsoft 365 and Office 365 Backup

Terms of Service

TERMS OF SERVICE – Lanmark Managed Service for Microsoft 365 and Office 365 Backup

This Schedule of Services provides definitions and terms of service to which the Client may be subscribed or have ordered. The precise services to which the Client has subscribed or ordered are as specified in the quotation(s) and/or sign off Authorised Order Form signed by the Client and returned to the Supplier. The Supplier would welcome the opportunity to provide those services not currently ordered or subscribed to by the Client but additional fees will become chargeable.

1 Commencement Date

These services will commence on the start date stated on the Authorised Order Form.

2 Duration of Service

This Service(s) specified in this schedule is for the minimum term stated on the Authorised Order Form and is automatically renewable for a further minimum stated term at the end of this initial period and will continue to renew on completion of each term indefinitely unless either party gives the other thirty (30) days" prior written notice of its intent not to renew the Service(s) at the anniversary of the initial or renewable term.

3 PLACE OF DELIVERY

Remote only Managed Service.

4 Definition

Supplier offers cohesive Backup and Recovery Managed Service designed to backup Microsoft 365 and Office 365 components.

4.1 Services Provided

Monday – Friday 8:00 – 18:00 (Standard service hours) Managed Service Desk for the backup and restoration solution as specified on the Authorised Order Form.

5 Service Monitoring

- 5.1 24x7 monitoring by our Network Operations Team
- 5.2 Remediation of issues related to faulty backups

6 Routine retrieval testing.

The integrity of backups is checked as they occur and are tested for recovery on a quarterly basis by mounting a randomly chosen Mailbox, SharePoint or OneDrive items and restoring no less than 100 megabytes of data from multiple folders to a PST file.

7 Recovery Time Objective (RTO)

- 7.1 The Supplier will log all backup and retrieval activities from the Client.
- 7.2 The Supplier will attempt to resolve access, backup, or retrieval problems within 2 hours of the first request. We can restore a file, file folder, email or an entire mailbox as needed.

8 Additional Service Fees

- 8.1 The provided Backup and Recovery solution will be set to automatically backup all newly created Microsoft 365 or Office 365 mailboxes. The Supplier will charge pro rata for all additionally created mailboxes automatically from the date of creation.
- 8.2 The Client may request the Supplier to perform additional configuration or data restoration outside of the standard service hours and will be charged the minimum out of hour fee as stated on the Authorised Order Form.

9 Clients Responsibility

The Client agrees to notify the Supplier of any changes to the Clients users(s) or mailbox(es) covered by the Supplier's solution.

This includes changes or modifications to

- 9.1 Removal of a mailbox from the backup solution and no data retention is required.
- 9.2 Removal of a mailbox from the backup solution but retention of data is required.

The Client agrees and understands that failure to notify the removal of a user / mailbox will result in the Client still being charged for the backup of the mailbox.

10 Warranty

- 10.1 The Supplier warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business.
- 10.2 No other warranties exist, expressed or implied.

11 Exemptions

- 11.1 The Supplier cannot guarantee a backup or restoration time for data due to
 - 11.1.1 Availability of Backup and Restoration solution
 - 11.1.2 Size of data to be backed up or restored
 - 11.1.3 Clients Internet connection speed
 - 11.1.4 A restoration is not possible until a full backup of a User mailbox, SharePoint site or OneDrive folder has been taken

12 CHANGES TO THE SERVICE DEFINITION

- 12.1 We may change the Service Definition to reflect changes in service provision, service upgrades and enhancements or RTO schedules. If we make a change to the Service Definition we will publish a revised version of the Service Definition at <https://www.lanmark.com/terms-conditions/>. The revised Service Definition will become effective as to you on the first to occur of:
 - 12.1.1 the first day of a renewal term for the Schedule that begins at least thirty (30) days after the time that the revised Service Definition has been posted;
 - 12.1.2 the Client's execution of a new or additional agreement for all or part of the Client's Epicbackup service that incorporates the revised Service Definition reference; or
 - 12.1.3 thirty (30) days following our written notice to you of the revision to the Service Definition.