

SERVICE SCHEDULE CLOUD BACKUP

1. Definitions and Interpretation

In this Service Schedule, the words, expressions, and rules of interpretation set out in the General Terms and Conditions ('GTCs') apply. This Service Schedule constitutes the Specification for the Ekco Cloud Backup Service and may be amended by Ekco from time to time, in accordance with the Agreement. Please note that the separate [Cloud Backup] Service Description is provided to further describe the functional characteristics of the Service and for technical and operational guidance only and does not form part of the Agreement.

The following words and phrases will, unless the context otherwise requires, mean:

"Additional Option" means any supplemental service, feature, or add-on (such as Service Management Pack) not included in the standard features of the Service Tier selected by the Customer but additionally selected and specified as a chargeable item on the Order Form.

"Backup Platform" means the collective infrastructure, software, and management systems used to deliver the Cloud Backup Service.

"CAB" means the Change Advisory Board operated by Ekco to review, approve, and schedule changes to managed Customer infrastructure.

"Core Business Hours" or "Hours" means the hours of 08:00 to 18:00 (GMT/BST) on Business Days.

"Data Object" means a distinct, identifiable unit of data that can be managed or restored as a single entity.

"Ekco Cloud" means the proprietary private cloud infrastructure owned and operated by Ekco, hosted within secure Ekco data centres.

"Emergency Maintenance" means unscheduled work required to resolve a critical security vulnerability or an imminent threat to the stability or integrity of the Cloud Backup Service.

"End-User Training" means the provision of instructional materials or live sessions to the Customer's employees regarding the use of Cloud Backup.

"Image-level" means a backup methodology that captures a block-level snapshot of an entire storage volume or disk, including the operating system, applications, configuration settings, and all data.

"Incident" means an unplanned interruption to or a reduction in the quality of the Cloud Backup Service as designated by ITIL standards.

"ITIL" means Information Technology Infrastructure Library, a globally recognised framework for IT service management best practices.

"Cloud Backup" or "Cloud Backup Service" means the Ekco managed service that creates and stores encrypted copies of the Customer's virtual and physical workloads at an off-site location, as described in this Service Schedule and including any associated support or professional services provided by Ekco, as specified in an Order Form referencing this Service Schedule.

"Public Cloud" means a multi-tenant computing model where infrastructure and storage are owned and managed by a third-party provider and accessed over the internet.

"Scheduled Maintenance" means any work performed on the Cloud Backup Service for which the Customer is provided with prior notice or which is performed within a recurring maintenance window previously agreed between the Parties.

“Service Desk” means Ekco’s central point of contact for the notification of Incidents and the submission of Service Requests.

“Service Impact” means the degree to which an Incident affects the Customer’s ability to access or use the Cloud Backup Service.

“Service Platform” means Ekco’s Managed Infrastructure and Ekco’s management toolsets used to deliver infrastructure monitoring, configuration management, and support capabilities under this Service Schedule. Ekco reserves the right to change the underlying infrastructure components for operational reasons, provided service delivery obligations are maintained.

“Service Request” means a formal request from a Technical Contact for something to be provided, for example, a request for information or advice, or to create a new user account.

“Service Tier” means the specific service package (e.g., essential, standard, or premium) selected by the Customer as specified on the Order Form, the functional deliverables of which are described in this Service Schedule.

“Sub-block Incremental” means a backup methodology that analyses data changes at a granular sub-block level. This approach identifies and transmits only the specific bytes that have changed within a file or volume, significantly reducing bandwidth consumption and storage requirements.

“Technical Contact” means an individual designated by the Customer who possesses the necessary technical knowledge and authority to engage with Ekco on service-related matters, including Incident management, Service Requests and technical escalations.

2. Scope of the Service

- 2.1. This Service Schedule applies where the Customer has purchased the Cloud Backup Service from Ekco.
- 2.2. Cloud Backup is an Ekco managed service providing secure data protection, storage, and restoration capabilities for the Customer's virtual and physical infrastructure.
- 2.3. Cloud Backup is a standardised managed product, available in three Service Tiers: essential, standard, and premium. The scope and specific technical features, activities, and deliverables of the chosen Service Tier as specified in an Order Form, is as described in section 3 of this Service Schedule.
- 2.4. The Cloud Backup Service provides a historical data retention period as specified in the Order Form. This retention period operates on a rolling basis, meaning that individual Data Objects are automatically and permanently purged from the Backup Platform once they exceed the specified age, regardless of the current status of the associated device.
- 2.5. Cloud Backup is delivered remotely.
- 2.6. Access to the backup management interface is provided through a secure management portal for essential Service Tier. No direct access to the underlying Ekco Cloud or Public Cloud platform is granted to the Customer.
- 2.7. Any Additional Options, such as enhanced backup frequency or increased retention periods, are available only where specified as a chargeable item on an Order Form.

3. Service Tiers

3.1. Service Tiers

Table 1 - Service Tiers

Service component	Feature description	Essential	Standard	Premium
Service Desk	Ekco provides online portal, email, and phone. Customers can choose the most convenient method for them to log their support requests.	✓ (portal only)	✓	✓
Service Desk	Ekco provides support during Core Business Hours	✓	✓	✓
Service Desk	Service Desk involves logging, assessment, and prioritisation of incoming tickets with process driven resolution of tickets. Tickets that cannot be resolved using the defined processes will be escalated to 2nd Line Engineering teams. Tickets that cannot be resolved by the Service Desk team will then be escalated (typically to internal Ekco teams, however this may also be to customer's internal teams or to external third parties).	✓	✓	✓
Incident management	Ekco aims to resolve Incidents as per table 2 - Service level objectives, to minimise downtime and help ensure business continuity.	✓	✓	✓
Request management	Ekco provides a service catalogue that outlines common IT requests.	✓	✓	✓
Vendor management	Ekco will liaise with and / or escalate Incidents to the appropriate vendor as required.	✓	✓	✓
Problem management	Ekco will analyse problem trends to identify and resolve root causes and prevent recurrence.	X	✓	✓
Problem management	On request, Ekco will provide a report analysing the root cause of P1 incidents, including findings, contributing factors, and recommendations to help prevent recurrence.	X	✓	✓
Change management	Ekco utilises a CAB to implement Ekco service changes and customer changes smoothly and with minimal disruption.	✓	✓	✓
Change management	On request, Ekco can provide subject matter expert support to attend customer-led CAB meetings, helping with management of service-related changes.	X	X	✓
Backup Platform management	The destination for primary backup data.	Ekco Cloud	Public Cloud	Ekco Cloud
Backup Platform management	Maintenance and availability of the underlying storage, servers, and backup software infrastructure.	✓	✓	✓
Backup Platform management	Comprehensive 24/7 monitoring of the Infrastructure including hardware components, hypervisors, storage subsystems, and network infrastructure. Includes automated alerting for threshold breaches and regular systems health checks to ensure optimal performance.	✓	✓	✓
Backup Platform management	Continuous storage performance optimisation and resource utilisation monitoring for capacity planning.	✓	✓	✓

Service component	Feature description	Essential	Standard	Premium
Backup Platform management	Scheduled Maintenance windows are used to minimise disruption during regular updates and non-disruptive upgrades.	✓	✓	✓
Backup Platform management	Maintenance of Infrastructure documentation, verification of compliance with relevant standards (where applicable), and detailed change documentation to maintain transparency and auditability.	✓	✓	✓
Backup administration	Day-to-day configuration of the Backup Platform including, but not limited to, backup scheduling, retention periods, exclusion lists, and software-level management.	X	✓	✓
Backup methodology	The technical approach used to capture and transmit data.	Image-level	Sub-block Incremental	Image-level
Backup methodology	The frequency at which backups are performed.	24 hours	24 hours	24 hours
Backup methodology	The retention period for backed up data.	30 days	30 days	30 days
Backup monitoring	Monitoring of backup job status to identify and remediate any failed backups.	X	✓	✓
Restores	Restoration of specific Data Objects upon request via the Service Desk.	X	✓	✓
Restores	Execution of a full system recovery to a physical or virtual environment upon request via the Service Desk.	X	✓	✓
Restores	Testing and validation of backup data to ensure recoverability upon request via the Service Desk.	X	✓	✓

4. Service Exclusions

The Cloud Backup Service does not include the following:

- 4.1. responsibility for the day-to-day administration, backup job configuration, and success monitoring for the essential Service Tier;
- 4.2. remediation of failed backup jobs or data integrity issues for the essential Service Tier;
- 4.3. management, troubleshooting, or optimisation of applications (e.g., SQL, Exchange) running within the source virtual or physical machines;
- 4.4. disaster recovery execution or the provision of standby compute resources;
- 4.5. provision or management of local backup hardware;
- 4.6. responsibility for data integrity prior to the point of backup ingestion (e.g., backing up already corrupted files);
- 4.7. specific performance guarantees for backup windows or restoration speeds over Customer-provided internet connectivity;

- 4.8. support for legacy operating systems or applications that have reached "end of support" status with the vendor;
- 4.9. data cleansing, deduplication of source data, or data quality improvement initiatives;
- 4.10. specific regulatory compliance implementation beyond Ekco's standard best practices;
- 4.11. extraction of data from the Backup Platform for migration to a third-party provider, which shall be subject to a separate statement of work;
- 4.12. End-User Training;
- 4.13. licensing for guest operating systems or any third-party applications running on the source infrastructure;
- 4.14. custom development, including specialised reporting or monitoring;
- 4.15. proactive security scanning, malware detection, or antivirus analysis of data residing within the Backup Platform; and
- 4.16. major configuration and / or major scope changes, which shall be subject to formal variation of the Agreement.

5. Customer Obligations

The Customer shall, in addition to all other obligations under the Agreement:

- 5.1. make designated personnel available throughout the onboarding process;
- 5.2. for the essential Service Tier, take sole responsibility for the deployment and day-to-day administration, configuration, and proactive success monitoring and testing of the backup software;
- 5.3. manage end-user access rights and permissions within applications, safeguard and manage authentication credentials, and promptly report to Ekco any suspected security breaches or unauthorised access;
- 5.4. ensure that all virtual machines and physical servers intended for protection are compatible with the backup methodology and maintain appropriate third-party licensing for those workloads;
- 5.5. ensure that the source environment (hypervisor or physical server) remains accessible to the Backup Platform and notify Ekco of any changes to administrative credentials that may impact backup execution;
- 5.6. define security requirements and compliance needs, maintain security of Customer-managed components, and conduct security reviews of Customer-deployed applications;
- 5.7. unless subscribed to advanced or premium Service Tiers, manage the remediation of failed backup jobs and perform all data recovery tasks as required;
- 5.8. maintain and manage sufficient internet bandwidth between Customer locations and the Ekco Cloud or Public Cloud to ensure backup windows can be met without impacting production services;
- 5.9. provide and maintain an up-to-date list of authorised contacts for Incident notification and escalation, including out-of-hours contacts where applicable;
- 5.10. act promptly on Incident notifications raised by Ekco, performing remediation or mitigation activities as recommended, and inform Ekco upon resolution of Incidents;
- 5.11. submit all service or change requests via the authorised service portal using approved processes and maintain an up-to-date list of authorised personnel permitted to raise service or technical requests; and
- 5.12. notify Ekco of any significant planned increases in resource requirements beyond normal growth patterns.

6. Ekco Obligations

Ekco shall provide the following, as defined by the Service Tier specified in the Order Form:

- 6.1. Cloud Backup Service, including the management and support of the Backup Platform as described in this Service Schedule;
- 6.2. Service Desk support for Incident management and restoration requests during Core Business Hours, or 24/7 for P1 critical restorations where the Customer has subscribed to advanced or premium Service Tiers;
- 6.3. maintenance and patching of the underlying backup software, storage controllers, and infrastructure firmware to ensure the ongoing security and stability of the Backup Platform;
- 6.4. optimisation of storage performance within the Ekco Cloud and efficient allocation of repository resources to meet Customer retention requirements as stated on the Order Form; and
- 6.5. maintenance of the Backup Platform's network infrastructure and perform network performance optimisation to ensure reliable connectivity.

7. Service Level Agreement

- 7.1. The Backup Platform is designed and managed to deliver 98% backup job success.
- 7.2. Ekco will deliver its service commitments and response times, during Core Business Hours, at the service levels detailed in the tables as follows:

Table 2 - Service Desk, Service level objectives

Priority Level	Core Business Hours	
	Target response time	Target restoration time
P1	N/A	4 Hours
P2	0.25 Hours	8 Hours
P3	1 Hour	3 Business Days
P4	1 Hour	7 Business Days

Table 3 – Incident priority definitions

		Impact		
		High	Medium	Low
Priority	High	P1 Site down/service not functioning. Affects entire business or large number of customers/end users. Incident during peak/critical period	P2 Site/service functioning but performance is degraded. Affects only a small number of customer/end users. Incident during normal period	P3 No impact on live service or business operations. Affects only a small number of end users. Incident during quiet period
	Medium	P2 Site down/service not functioning. Affects a business unit or significant number of customer/end users. Incident during normal period.	P3 Site/service functioning but performance is degraded. Affects only a small number of end users. Incident during quiet period.	P4 No impact on live service or business operations. No customers or end users affected.
	Low	P3 Site down/service not functioning. Affects only a small number of end users. Incident during quiet period.	P4 Site/service functioning but performance is degraded. No customers or end users affected.	P4 Advisory or general enquiry. Any work is planned.

Table 4 - Service Requests, Service Level Objectives

Priority Level	Core Business Hours	
	Target Response Time	Target Resolution Time
P1	0.25 Hours	8 Hours
P2	0.5 Hours	2 Business Days
P3	1 Hour	3 Business Days
P4	1 Hour	5 Business Days

Table 5 - Service Requests, Priority Definitions

Priority	Impact	Definition
P1	High	Business-critical request requiring immediate action. Affects the entire business or a large number of users. Examples: urgent access provisioning for critical systems, high-priority system configuration changes, or emergency resource allocation.
P2	Medium to high	Important request affecting a department or significant group of users but not business critical. Examples: scheduled but time-sensitive software deployments, account modifications for multiple users, or urgent but non-critical resource changes.
P3	Medium to low	Standard service request affecting a small number of users with minimal impact on business operations. Examples: individual user access requests, standard software installations, or minor system configuration changes.
P4	Low	Non-urgent or informational requests with no immediate business impact. Examples: general advisory queries, scheduled account removals, routine license updates, report generation, or documentation requests.

7.3. Any required service level changes are reviewed and scheduled as part of the weekly CAB review.

7.4. Ekco does not offer service credits in respect of this Cloud Backup Services SLA.

8. Maintenance

- 8.1. Ekco shall give prior notice for any Scheduled Maintenance. Such maintenance will typically be performed outside of Core Business Hours to minimise disruption.
- 8.2. Ekco may perform Emergency Maintenance where it deems it necessary to protect the integrity or security of the Cloud Backup Services. Ekco shall provide as much notice to the Customer as is reasonably practicable in the circumstances.
- 8.3. Any downtime or reduction in service quality resulting from Scheduled Maintenance or Emergency Maintenance shall be excluded from any service level objective.
- 8.4. Patching may require a restart of Backup Platform infrastructure, which may result in a temporary Service Impact.

9. Fees and Payment

- 9.1. Cloud Backup is charged on a multi-component basis:
 - 9.1.1. Per-device Fees: a fixed monthly Fee per device being backed up.
 - 9.1.2. Service management Fees: a fixed monthly service management Fee per device (varying by Service Tier) as specified in the Order Form. This Fee is billed monthly in advance.
 - 9.1.3. Infrastructure resource Fees: usage-based charges for resources consumed (including storage capacity). These Fees are billed monthly in arrears based on actual usage recorded in the preceding billing period.
 - 9.1.4. Optional agent Fees: any additional Fees for specific agent requirements (e.g. SQL Server backup agent).
- 9.2. Charges commence from the point at which each device is onboarded into the Backup Platform, including during any setup, configuration, or deployment activities, regardless of whether the Cloud Backup Service has reached a fully live or operational state.
- 9.3. When a server or virtual machine is decommissioned or no longer requires active backup, the Customer must submit a Service Request to Ekco to select one of the following paths:
 - 9.3.1. Paid Retention: Ekco will cease active backup cycles but retain the historical data within the Backup Platform for the remainder of the rolling retention period. This remains a full billable device for as long as the data is hosted.
 - 9.3.2. Immediate Purge: Ekco will immediately and irreversibly delete all historical backup data for the specified device from the Backup Platform. Billing for the asset will cease once the Service Request has been processed and the data is purged.
- 9.4. In the absence of a specific Service Request, the Backup Platform will default to paid retention (9.3.1) to prevent accidental data loss, and the asset will remain billable until the Customer provides written instruction to purge.

10. Service Tier / Usage changes

Customer may request a change to their Service Tier by providing 10 Business Days' written notice to Ekco or otherwise via Ekco's then current change management process for this Service. Any such change shall be documented via a revised Order Form or a written amendment to the Agreement. Changes will take effect from the start of the next billing period following the execution of such amendment.

11. Offboarding

- 11.1. Data extraction is not included with Cloud Backup.

11.2. Following service termination, Ekco shall remove all monitoring agents and access methods from devices.

11.3. Upon termination of the Cloud Backup Service for any reason:

11.3.1. Ekco's obligation to perform automated backup cycles will cease on the effective date of termination; and

11.3.2. all Customer data (including data for both active and offboarded devices) will be permanently and irreversibly deleted where held in Ekco Cloud. Backups held in the Customer's own cloud storage environment remain under the Customer's ownership and control. Ekco shall not delete backup data held in the Customer's storage on termination. The Customer is responsible for managing backup data retention following termination.

11.4. For assets held under paid retention, the Customer may request a restoration of historical data via the Service Desk, subject to standard restoration fees. For assets that have been Purged, no restoration is possible.