

SERVICE SCHEDULE SAAS 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 SaaS Backup Service and may be amended by Ekco from time to time, in accordance with the Agreement. Please note that the separate [SaaS 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 SaaS Backup Service.

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

"Cloud-to-Cloud" means a backup methodology where data is transmitted directly from the source SaaS provider's infrastructure to the Backup Platform without passing through the Customer's local network.

"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.

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

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

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

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

"Point-in-Time Recovery" means the ability to restore a Data Object or mailbox to its exact state at a specific historical moment captured during a backup cycle.

"SaaS Backup" or "SaaS Backup Service" means the Ekco managed service designed to backup data hosted within third-party Software-as-a-Service platforms to independent, secondary cloud environment, 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 SaaS 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.

"Seat" means any unique User, shared mailbox, or resource account within the SaaS platform that is selected for protection.

"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 SaaS Backup Service.

"Service Platform" means Ekco's management toolsets used to deliver 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.

"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.

"User" means an individual person, identity, or service account within the Customer's primary SaaS environment (e.g., Microsoft 365 or Google Workspace) that is assigned a unique login or mailbox.

2. Scope of the Service

- 2.1. This Service Schedule applies where the Customer has purchased the SaaS Backup Service from Ekco.
- 2.2. SaaS Backup is an Ekco managed service providing automated, Cloud-to-Cloud data protection for SaaS applications including Microsoft 365, Google Workspace, and other supported platforms.
- 2.3. SaaS 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 SaaS 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 Seat or User.
- 2.5. SaaS 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 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.	Public Cloud	Public Cloud	Public Cloud
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 frequency at which backups are performed.	12 hours	12 hours	12 hours
Backup methodology	The retention period for backed up data.	Up to 7 years	Up to 7 years	Infinite
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	✓	✓

Service component	Feature description	Essential	Standard	Premium
Restore	Point-in-time restore.	✓	✓	✓
Restores	Testing and validation of backup data to ensure recoverability upon request via the Service Desk.	X	✓	✓
Workload backups	Microsoft 365 (Exchange, SharePoint, OneDrive and Teams)	✓	✓	✓
Workload backups	Entra ID, Dynamics 365, Salesforce, Google Workspace	X	X	✓

4. Service Exclusions

The SaaS 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 or licensing of the source SaaS environment (e.g., Microsoft 365 or Google Workspace licenses);
- 4.4. responsibility for data integrity prior to the point of backup ingestion (e.g., backing up already corrupted files);
- 4.5. recovery of data where the source SaaS provider has revoked API access or the Customer has terminated the Backup Platform's permissions;
- 4.6. troubleshooting of performance issues or service outages originating from the primary SaaS vendor (e.g., Microsoft 365 downtime);
- 4.7. specific performance guarantees for backup windows;
- 4.8. data cleansing, deduplication of source data, or data quality improvement initiatives;
- 4.9. specific regulatory compliance implementation beyond Ekco's standard best practices;
- 4.10. extraction of data from the Backup Platform for migration to a third-party provider, which shall be subject to a separate statement of work;
- 4.11. End-User Training;
- 4.12. custom development, including specialised reporting or monitoring;
- 4.13. proactive security scanning, malware detection, or antivirus analysis of data residing within the Backup Platform; and
- 4.14. 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. provide and maintain the necessary administrative permissions (Global Admin or Service Account) to allow the Backup Platform to access the SaaS environment;
- 5.3. 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;
- 5.4. manage the primary SaaS licensing to ensure that accounts remain active and accessible for the backup process;
- 5.5. 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;
- 5.6. unless subscribed to advanced or premium Service Tiers, manage the remediation of failed backup jobs and perform all data recovery tasks as required;
- 5.7. define the "in-scope" data sets (e.g., specific SharePoint sites or Shared Mailboxes) and notify Ekco of any changes to these requirements for standard and premium Service Tiers;
- 5.8. provide and maintain an up-to-date list of authorised contacts for Incident notification and escalation, including out-of-hours contacts where applicable;
- 5.9. act promptly on Incident notifications raised by Ekco, performing remediation or mitigation activities as recommended, and inform Ekco upon resolution of Incidents;
- 5.10. 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
- 5.11. 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. SaaS Backup Service, including the management and support of the Backup Platform as described in this Service Schedule;
- 6.2. for standard and premium Service Tiers, proactive success monitoring of automated backup cycles and the remediation of synchronisation or API-related failures;
- 6.3. for standard and premium Service Tiers, performance of data restoration activities (e.g., individual item, mailbox, or site-level recovery) upon receipt of an authorised request;
- 6.4. provision of a secure management portal to allow the Customer to view backup status reports and, for the essential Service Tier, perform self-service administrative tasks.
- 6.5. 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;

7. Service Level Agreement

- 7.1. 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.

Priority	Impact	Definition
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.

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

7.3. Ekco does not offer service credits in respect of this SaaS 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 SaaS 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. Fees for the SaaS Backup Service are calculated based on the number of protected Seats and the selected Service Tier as specified in the Order Form.

9.2. For the essential and standard Service Tiers, the SaaS Backup Service is subject to a fair usage policy regarding storage consumption. The total storage allowance for the Customer's environment is aggregated across all protected Seats, calculated at 1TB of backup storage per Seat. Where the Customer's total data footprint exceeds the aggregated 1TB-per-Seat allowance, Ekco reserves the right to apply additional storage overage charges as specified in the Order Form or at Ekco's then-current standard rates.

9.3. Monthly Service Fees are billed in arrears. Any overage charges for additional Seats identified during a billing cycle, or storage exceeding the Fair Usage limit, will be billed in arrears.

9.4. Charges commence from the point at which each Seat is onboarded into the Backup Platform, including during any setup, configuration, or deployment activities, regardless of whether the SaaS Backup Service has reached a fully live or operational state.

9.5. Upon the offboarding of a user within the Customer's SaaS environment, the Customer must submit a Service Request to Ekco to select one of the following billing and retention paths:

9.5.1. Retain & protect: The User remains active within the Backup Platform. New backups continue (if the User account is still active) or all historical data (Exchange, OneDrive, SharePoint) is preserved. This remains a full billable Seat. Backed up data is only retained for the duration of the retention policy as defined on the Order Form, data exceeding this age will be automatically purged by the Backup Platform.

- 9.5.2. Compliance retention (Exchange retention only): The User account is converted to a Shared Mailbox. Only historical Exchange/email data is retained for the remainder of the retention period. All other data associated with that user (including OneDrive and personal SharePoint sites) is immediately purged from the Backup Platform. This ceases to be a billable Seat once the Service Request is processed.
- 9.5.3. Immediate removal: The User account and all associated historical backup data (all modules) are immediately and irreversibly deleted from the Backup Platform. This ceases to be a billable Seat once the Service Request is processed.

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 SaaS Backup.
- 11.2. Following service termination, Ekco shall remove all Backup Platform permissions from the Customer's SaaS platform.
- 11.3. All changes to a User's protection status must be managed via the Ekco Service Desk.
- 11.4. The following technical limitations regarding data retention during offboarding:
 - 11.4.1. To retain all data types (Exchange, OneDrive, and SharePoint), the User must remain a billable Seat under the retain & protect option (as per section 9.5.1);
 - 11.4.2. Choosing to convert a User to a shared mailbox in the compliance retention option (as per section 9.5.2) for the purpose of ceasing billing will result in the immediate and permanent loss of that User's OneDrive and personal SharePoint data from the Backup Platform. Only Exchange data is preserved in this scenario.
- 11.5. Upon termination of the SaaS Backup Service for any reason:
 - 11.5.1. Ekco's obligation to perform automated backup cycles will cease on the effective date of termination; and
 - 11.5.2. all Customer data will be permanently and irreversibly deleted. Ekco shall have no further liability to the Customer for the availability, integrity, or recovery of such data once this process is complete.