

## Service Schedule 3 – Backup Services

### Additional Terms and Conditions applicable to Backup Services

#### 1. Interpretation

- 1.1 In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“Agreed Minimum”	means 25GB of backup capacity per month.
“Initial Term”	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
“Services”	the provision of the online data backup services, as specified in a Contract.
“Services Description”	the description of the Services set out in the Appendix.
“Services Start Date”	means the date on which Knowall starts providing the Services, as specified in a Contract.
“Term”	has the meaning given to it in clause 2.1.

#### 2. Services

- 2.1 Subject to earlier termination in accordance with the General Terms and Conditions or clause 5 below, Knowall will provide the Services to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a “Renewal Period”) until either party gives written notice of termination to the other party at least thirty (30) days before the end of the Initial Term or the end of any Renewal Period, in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable) (“Term”).

#### 3. Warranties

- 3.1 Knowall warrants that the Services will perform in accordance with the Services Description.
- 3.2 If Knowall fails to meet the warranty set out in clause 3.1, then the Client’s remedy is limited to a refund of the Charges actually paid by the Client in respect of the period in which the Services failed to perform in accordance with the Services Description.

#### 4. Charges

- 4.1 Knowall shall issue an invoice for the first month’s Charges prior to the Services Start Date and thereafter monthly in advance.
- 4.2 The Client acknowledges that the Charges are calculated by reference to the amount of backup capacity the Client actually uses, and that the Charges may therefore vary from month to month provided that the amount of backup capacity used for calculating the Charges shall not be less than the Agreed Minimum.
- 4.3 The price per Gb used to calculate the Charges is fixed during the Initial Term. Thereafter, but subject to clause 5.1, Knowall may increase such price by giving the Client ninety (90) days’ prior written notice.

#### 5. Termination

- 5.1 If Knowall increases the Charges under clause 4.3, the Client may at any time during the 90-day notice period terminate the affected Services, such termination to be effective on the date on which the price increase take effect.

- 5.2 Knowall may terminate the Contract by giving to the Client not less than thirty (30) days' prior written notice.
- 5.3 If the Client or Knowall terminates the Services under, respectively, clause 5.1 or clause 5.2, Knowall shall refund the Client any prepaid Charges relating to the Services.

**APPENDIX**  
**Services Description**

1. All data will be automatically backed up daily and securely stored at Knowall's data centre.
2. Backups are replicated across two separate data centre facilities to ensure maximum data redundancy.
3. Backups are logged and checked daily by Knowall's engineers.
4. 28 days data retention as standard and can be customised according to business requirements.
5. Access to web admin portal.
6. Individual file restores.
7. Data from the offsite backups is encrypted.

Services do not include back up restoration or back up administration, which are separately chargeable.