Managed Data Backup and Recovery Standard Terms and Conditions

In addition to the standard terms and conditions contained in the Master Service Agreement between FirstNet and Customer, of which this Schedule is a part of, the Customer agrees that the following terms and conditions apply with respect to the Data Backup and Recovery Service provided to Customer by FirstNet. In the event of any inconsistency between this Schedule and the Agreement, this Schedule shall control.

In this Schedule, all capitalized terms that are not defined herein shall have the meaning given to such terms in the Agreement, the FirstNet Standard Terms and Conditions, the AUP and any other document referenced in the Agreement, in effect as of the date of the Agreement and posted on FirstNet's Website.

1. Description

FirstNet works to ensure the successful and timely back up and restoration of all Customer data that it provides Backup and Recovery services for.

1.1   **Successful Backup or Notification** - FirstNet will notify customers of any critical failed Backup operation as agreed upon at the time of install. Customer is solely responsible for ensuring FirstNet has the proper, up to date, contact information.

1.2 Time to Initiation of Restoration – Customer has full control to initiate a full or partial restore. FirstNet will initiate Customer data restoration efforts within four hours of the Customer's request.

1.3 Backup data location – Customers backup's are always stored in a data centre location other than the location of the production workload, this applies to both physical and virtual workloads. The location of the backup should be selected by the customer and is limited to either Internet Solutions Durban, Teraco Johannesburg and Teraco Cape Town. Backup's unless specified in the customers service schedule will always be written to a disk based backup system.

1.4 The Customer is responsible for integrity of data targeted for back up by FirstNet. FirstNet backs up data "as is, where is" and will restore data in the same format in which it is back up. (Example: corrupted data will get backed up and restored in the same state. Incremental daily backups are done to allow customers to restore data to a "good" state, but assume that customer's data was in a "good" state when backed up.)

1.5 FirstNet agrees that it will make commercially reasonable efforts to meet the minimum service levels and targets set out in this data backup and recovery service schedule throughout the term of the agreement.

2. Data Back and Recovery Service Features and Fees

2.1   Two editions of the managed backup service are provided by FirstNet
2.1.1   Standard backup service
2.1.2   Premium backup service

3.   Customers requiring premium features such as SureBackup must select the VM's that they wish to protect with the premium backup service at time of signing the FirstNet service schedule and are required to inform FirstNet in writing of any changes to the their preferred managed backup service edition selection, if the premium service is not specifically selected the standard backup service will be used.

4.   For customers who require a report for compliance reasons that the data contained in their last known backup has been tested via a restore process, our premium backup service offers a technology that tests the VM backup data and ensures that VM data can be recovered. Our service performs live verification of the VM backup: it automatically boots the VM from the backup in an isolated environment, performs tests for the VM, powers the VM off and creates a report detailing the recovery verification results.

5.   Managed backups are subject to either a 7 or 30 day retention period.

6. Virtual machine daily backups that exceed 10% change data between backups will be in breach of our Backup Usage Rights (BUR). Clients will be provided written notice and allowed 7 days to either rectify the issue alternatively additional service fees will be automatically levied for the higher change rate.

7. Replication Service Features and Fees

7.1   Two editions of the managed replication service are provided by FirstNet
  7.1.1   Geo redundant replication service
  7.1.2   Zone redundant replication service

8. Customers requiring geo redundant replication of their VM's may select from one of the below replication frequencies:
  8.1   24 hours with a single recovery point
  8.2   8 hours with a single recovery point 8.3   4 hours with a single recovery
           point
  8.4   2 hours with a single recovery point

   Customers requiring any change to the frequency of their replication job, must log a support request, details of which are contained in the FirstNet rapid response guide.

9. When using geo redundant replication, the customers VM data may not exceed a 10% change rate between replication recovery points. Virtual machines that exceed 10% change data between replication recovery points will be in breach of our Backup Usage Rights (BUR). Clients will be provided written notice and allowed 7 days to either rectify the issue alternatively additional service fees will be automatically levied for the higher change rate.

10. **Monthly Recurring Data Storage Fees -** The Data Backup and Replication Service is billed monthly in arrears at a per gigabyte rate. Fees are calculated after customer's data has been compressed at the end of each month during the term.

11. **Non Recurring Fees -**The following Non-recurring Fees may also be assessed to the customer, with configuration and specific pricing as defined on the Service Agreement.

12. Backup frequencies

12.1 **Servers using FirstNet's managed backup service -** A incremental backup is made every day including public holidays and kept on a disk based backup sub system at the agreed retention policy as per the service schedule. A full backup is created once a week.

13. Minimum Service Levels

The minimum service levels for the data backup and recovery service are as follows:

13.1 **Data Recovery -** FirstNet will provide 100% recovery guarantee of successfully backed up data for customers using its premium service and a 99% recovery guarantee for customers using the standard backup service.

13.2 **Data restoration Initiation for data -** Customers will be able to restore data by logging a service request with FirstNet. A data restore will begin within four hours from the point that the data is requested.

13.3 The back-up service includes backups of registry information. In the case of physical server backup, It is essential that backups are restored to the original hardware, or to hardware with a configuration identical to the original hardware.

14. Service Level Definitions

14.1 **Successfully Backed up data -** FirstNet can only provide a 100% data recovery guarantee on data that has been backed up between the customer's server and the FirstNet backup service without error or corruption. Upon each backup operation our backup software will set a flag that clearly indicates that a successful backup has

occurred. Data backup success will also be reported on a daily basis. In the event of a backup failure the customer may schedule or contact FirstNet to arrange for a subsequent backup.

14.2 **Measured Unavailable Time for Service -** Data Backup and Recovery Service is deemed to be unavailable to the Customer when the Data Backup and Recovery Service is fully interrupted, such that the Data Backup and Recovery Service cannot be accessed or used by the Customer (an "Outage"), but excluding any such circumstances arising as the result of any event contemplated in Section 13 of the FirstNet Standard Terms and Conditions. The measured unavailable time starts upon notification of an Outage by the Customer to the FirstNet Network Operation Centre by telephone. The measured unavailable time ends when the affected Service is restored. FirstNet will notify the Customer by telephone and the Customer will confirm that the affected Service has been restored. Additional time taken by the Customer to perform confirmation testing is not included in the measured unavailable time if the Service is in fact restored. The Customer acknowledges that although FirstNet does monitor use of the Data Backup and Recovery that the Customer is responsible to notify FirstNet of any Outages or other Service issues.

14.3   **Data Retention Time (DRT) -** FirstNet follows a prescribed schedule for backups. Data will be retained over a 7 or 30 day cycle. Customer data will therefore age and new data will overwrite data that is more than 7 or 30 days old.

14.4 **Recovery Point Objective (RPO) -** Data backup occur in an off peak window period according to a schedule agreed upon between FirstNet and the customer. Any data that exists between backups is vulnerable. The length of time between backups is the recovery point objective. This is the point back in time to which a customer's data can be recovered. This would typically be a maximum of 24 hours since backups take place daily.

14.5 **Recovery Time Objective (RTO) -** This is the maximum elapsed time required to complete the recovery of customer's data. RTO is a function of the size of the data delivery circuit and the total amount data to be recovered. In most cases where the total data recovered is less than 1 terabyte this could be 6, 12 or 24 hours if the data centre environment is properly functioning and ready to receive data. RTO objectives should be discussed with a FirstNet account executive. An RTO measurement will begin only when the data centre environment is properly functioning and ready to receive data.

15. Credits for Failure to Meet Service Levels

If FirstNet fails to meet the minimum service levels outlined below for the data backup and recovery service, the customer shall be entitled to the following credits:

In data centre services only	Time Period	Credit
Failure to Meet Data Recovery Minimum	In 1 month	50% credit of previous month MRC
Failure to Meet Measured Time to Begin Data Restoration Initiation	In 1 month	1 day credit for each occurrence
Measured Unavailable Time for Service	24 hours (1 backup)	1 day credit
	Each additional 24 hours	1 day credit

In order to receive the foregoing credit, the customer must notify, in accordance with the FirstNet service level agreement, FirstNet of its claim for a credit within thirty (30) days of the above mentioned service levels for which a credit is claimed.

16. Service Call Procedure

The Customer shall contact the FirstNet using the prescribed rapid response guide on the FirstNet website to report all service problems.

Before calling, the customer must have the following information:
The server affected

A description of the problems encountered

During the service call, FirstNet will open a ticket indicating the exact time the service call was received, the name of the person placing the call, and the details of the service call, including the servers affected. A reference number (ticket) will be supplied to the customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

17. Feature comparison

MANAGED BACKUP FEATURES	STANDARD	PREMIUM
Full VM recovery	👍	👍
Instant VM Recovery	👍	👍
VM file and virtual disk recovery	👍	👍
Instant File-Level Recovery	👍	👍
Explorer *for Microsoft Active Directory*	limited	👍
Explorer *for Microsoft Exchange*	limited	👍
Explorer *for Microsoft SQL Server*	limited	👍
Explorer *for Microsoft SharePoint*	limited	👍
Explorer *for Oracle*	none	👍
U-AIR® (Universal Application-Item Recovery)	none	👍
Application-aware, image-based backups	👍	👍
Quick Backup	👍	👍
Synthetic full backup	👍	👍
Built-in deduplication, compression and swap exclusion	👍	👍
BitLooker™	👍	👍
Backup Copy jobs	👍	👍
Cloud Connect Backup	👍	👍
End-to-end encryption	limited	👍
Native tape support	limited	👍
Built-in WAN Acceleration	none	👍
Scale-out Backup Repository™	none	👍
Image-based VM replication	👍	👍

Cloud Connect Replication	👍	👍
Assisted failover and failback	👍	👍
Replication from a backup	👍	👍
Planned failover	👍	👍
1-Click failover orchestration	none	👍
SureBackup®	none	👍
SureReplica[1]	none	👍
On-Demand Sandbox™	none	👍
Support for VMware vSphere and Microsoft Hyper-V	👍	👍
Built-in Management Agents	👍	👍
Guest file system indexing	limited	👍