

## **TekMedic<sup>®</sup> Offsite Data Backup (*YouBackup*<sup>™</sup>)**

### **Service Level Agreement**

This Service Level Agreement ("SLA") covers performance guarantees for our automated offsite data backup ("BACKUP") service only, and is made between TekMedic Limited ("TEKMEDIC", "Provider", "we", "us", "our") and you ("Client", Customer, "you").

Clients are responsible for checking this document from time to time, as notifications of updates will not be made. This document is located online at:

<http://www.tekmedic.co.uk>

The following SLA Terms and Conditions apply only to Customers agreeing to a Minimum Service Period of one year or more for the BACKUP service and only in respect of the provision of such services during such period and where Customer's accounts with TEKMEDIC are in good standing. The Terms and Conditions apply only where a Client is not in material breach of the Terms and Conditions of the Software and Service License Agreement which can be found at:

<http://www.tekmedic.co.uk>

Availability of this SLA may be subject to further conditions or qualifications set forth in additional related agreements between TEKMEDIC and the Customer including the Software and Service License Agreement. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy for non-performance under the relevant Agreement.

### **Data Centre Configuration**

The BACKUP Data Centre is architected to deliver the maximum system uptime, security and reliability.

### **System Availability Guarantee**

We offer a 99% uptime guarantee. This means that for any given month, while unlikely, it is possible that we may experience a total downtime of up to 432 minutes excluding Scheduled Maintenance.

### **File Restore Guarantee**

All files backed up on to the BACKUP system will be available for a retention period as set by the user in the user software. In the event of a Client wishing to restore a file or a group of files previously backed up to the BACKUP system, TEKMEDIC guarantees that the file or files will be available for recovery within 4 hours from the initial request. In practice, files will normally be available for restore immediately at the time of request.

While TEKMEDIC guarantees that files will be available for recovery within 4 hours, we cannot guarantee that a large amount of data can be transferred from the BACKUP system to the Client via the Internet within 4 hours. In the event that the Client needs to restore a large amount of data from the BACKUP system, the Client may visit a TEKMEDIC branch and provide a suitable portable storage device for their data to be restored onto. This service is available during normal TEKMEDIC branch opening hours, see [www.tekmedic.co.uk](http://www.tekmedic.co.uk) for details.

### **Disaster Recovery Guarantee**

In the event of a major data loss by the client involving the loss of entire servers and their contents, where such servers and files are legitimately backed up on the BACKUP system, we will make all reasonable efforts to provide expert guidance to the client in order to restore the

system to its original operational state. Clients should note, however, that the BACKUP system is intended to be used to backup Client data NOT entire operating system images. Please see the FAQ at [www.tekmedic.co.uk](http://www.tekmedic.co.uk) for further details.

### **Notification of non-performance**

To be eligible for compensation under the any of the above Guarantees, the Client must notify TEKMEDIC of a possible incident. Upon opening a support ticket, we will ascertain whether the problem exists within our realm of reasonable control. We will make reference to system log files to confirm the appropriate breach of the performance Guarantee. In the event of a disaster, notification by telephone to the Support Team is acceptable, where the Support Team will validate the nature of the disaster.

### **Compensation Payments**

In case of non-performance under this Agreement, the client will be compensated as follows:

System Availability Guarantee - if an outage exceeds 432 minutes, we will refund 5% (five percent) of the Client's base monthly recurring fee per hour of downtime, up to 100% (one hundred percent) of the base monthly recurring fee.

File Restore Guarantee - if a file or set of files is not recoverable within 4 hours of the initial request, we will refund the client 5% (five percent) of the Client's base monthly recurring fee for each MB (Megabyte) of non-restorable data, up to 100% (one hundred percent) of the base monthly recurring fee.

In all cases these Compensation Payments are non-cumulative and the highest amount for each category will be paid. In all cases the maximum payment in anyone month will not exceed 100% of the Client's base monthly recurring fee.

### **Refund Procedures and Exceptions**

Clients must notify us via email to [info@tekmedic.co.uk](mailto:info@tekmedic.co.uk), indicating that they wish to pursue their rights as guaranteed by this SLA within 7 days of the incident. If a response from us is not received within 24 hours, the Client should assume that a technical difficulty has prevented us from receiving their request, and should contact our personnel via telephone at 0845 259 2191.

### **Scheduled Maintenance**

Scheduled Maintenance means any maintenance at the BACKUP Data Centres, where the Customer is notified at least 48 hours in advance by telephone, email or fax and that is performed during a maintenance window chosen to cause least disruption to scheduled backups.

### **Force Majeure**

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under this SLA due to reasons beyond its reasonably control including: acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause.

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