

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

DATA BACKUP AND RECOVERY SERVICES

This Service Schedule is attached to Order ref no. _____ issued pursuant to a Master Services Agreement no. _____ dated _____ entered into between Adventus Australia Pty Ltd (the “**Supplier**”) and _____ (the “**Customer**”) (this “**Service Schedule**”).

1. Definitions

1.1. In this Service Schedule:

Activation	means an occasion on which Supplier approves an Activation Request.
Activation Request	means a request by a Subscriber for the Services.
Protected Device	means any Customer Equipment containing the Data in respect of which the Services are to be provided under this Service Schedule.
Protected Device Confirmation Form	means the form set forth in Annex B of this Service Schedule or such other form as Supplier may prescribe from time to time.
Subscriber	means Customer or any other third party to which Supplier offers to make available data backup and/or recovery services.

1.2. All capitalized terms used in this Service Schedule which are not defined herein shall have the definition given to them in the Agreement.

2. Services

- 2.1. This Service Schedule governs the provision of the services described in **Annex A** hereto (the “**Services**”). Supplier may make commercially reasonable modifications to **Annex A** from time to time upon notice to Customer.
- 2.2. Unless otherwise specified by Supplier, orders for the Services shall be as specified in the Order Form.
- 2.3. Subject to the terms of this Agreement and full payment of all applicable Fees, Supplier shall provide to Customer the Services specified in the Order Form and as described in **Annex A** and **Annex B**.

3. Activation Request

- 3.1. During the term of the Order, Customer may submit to Supplier Activation Requests in the manner and during the working hours specified in the Order Form (“**Principal Working Hours**”) or as otherwise notified by Supplier to Customer from time to time:
- 3.2. An Activation Request shall be:
- 3.2.1. true, complete and accurate in all material respects;
- 3.2.2. where given by telephone, confirmed in writing to Supplier by fax or email as soon as practicable in the Supplier’s prescribed form as notified to Customer from time to time and signed by the Customer Party whose details have been notified by Customer to Supplier in advance from time to time;
- 3.2.3. where given or confirmed by fax or email, in the Supplier’s prescribed form as notified to Customer from time to time and signed by the Customer Party whose details have been notified by Customer to Supplier in advance; and
- 3.2.4. otherwise in accordance with such other Activation instructions and procedures notified by Supplier to Customer from time to time.

4. Activation

- 4.1. Customer acknowledges that the Supplier is a commercial business continuity service provider that offers data backup and/or recovery services to multiple Subscribers. Customer therefore agrees that, in the event of multiple Activation Requests:
- 4.1.1. one or more other Subscribers specified in the Order Form (“**Authorized Customer Parties**”) may have priority over Customer to the services of Supplier due to the fact that they either have invoked the use of or are using Supplier’s services at the time of Customer’s Activation Request; and

4.1.2. as a result, the Services may not be immediately available to Customer despite Customer's Activation Request.

- 4.2. In the event of multiple Activation Requests, Supplier shall log all Activation Requests in the order in which they are received. Customer agrees that Supplier shall be the final arbiter in connection with the allocation of its services and Supplier Equipment to Subscribers. Supplier shall not be liable to Customer for any failure or delay in the provision of access to or use of all or any part of the Services or Supplier Equipment. If Supplier is unable to provide the Services to Customer, the provision of any alternative services, facilities, equipment and/or resources by Supplier shall be at Supplier's sole discretion.
- 4.3. The provisions of Clause 4.1 and Clause 4.2 shall not apply to Emergency Hardware Loaner Provision (as defined in **Annex A**), where such Emergency Hardware Loaner Provision is specified in the Order Form.

5. Customer's Responsibilities

5.1. Customer undertakes:

- 5.1.1. to provide Supplier with a list of Customer Parties authorised by Customer to raise Activation Requests and/or communicate with Supplier on Customer's behalf and always to keep Supplier notified of any changes to this list. Supplier reserves the right to reject any Activation Requests or other instructions or bookings from any person who is not so listed;
- 5.1.2. to install or authorise Supplier or Supplier Parties to install the necessary server software agents on the Protected Devices in order to receive and use the Services;
- 5.1.3. never to uninstall, deactivate, switch off, disconnect or render inoperable any software agents referred to in sub-clause 5.1.2 above or any Supplier Equipment or Customer Equipment necessary for carrying out the Services;
- 5.1.4. to supply all necessary Customer Equipment (including, where specified in the Order, the server software agents and other Third Party Software) and manage all related operations required for receipt and use of the Services;
- 5.1.5. to ensure that Customer is duly licensed by the respective licensor(s) (if any) of Customer Equipment to use them and allow Supplier and/or Supplier Parties to use them in connection with the Services;
- 5.1.6. to only use Equipment which is compatible with and capable of being used in connection with the Services;
- 5.1.7. to ensure that properly trained and skilled personnel are available to interface with Supplier at all times during Activation and at such other times as required by Supplier; and
- 5.1.8. to provide support for any of Customer's end users. For the avoidance of doubt, Supplier shall not be obliged to communicate with any of Customer's end users.

5.2. All Services shall be subject to the maximum amount of storage allocated to Customer, as indicated in the Order Form or otherwise specified by Supplier in writing from time to time ("**Maximum Storage Capacity Allocated**"). In the event that the Maximum Storage Capacity Allocated is exceeded, Customer shall bear the additional Fees for usage of the additional storage capacity at the rates set out in the Order Form or, if no such rates are set out in the Order Form, at the Supplier's then current rates.

5.3. Customer shall be solely responsible for ensuring that all Customer Equipment are compatible with and suitable for use in connection with the Services. Customer shall be solely responsible for all results it obtained from the use of the Services.

5.4. Customer warrants and undertakes to Supplier that the Customer Equipment is either owned by or licensed to the Customer and is authorised for Supplier's and/or Supplier Parties' use in connection with the Services. Customer shall defend, indemnify, and hold harmless Supplier and Supplier Parties from and against any and all Claims to the extent arising out of or in connection with any unauthorised use on the Customer Equipment in connection with the Services.

6. Protected Device(s)

6.1. No Customer Equipment shall be treated as a Protected Device for the purposes of this Service Schedule unless such Equipment is identified as a Protected Device in an Order Form and a Protected Device Confirmation Form as set forth in **Annex B**, both duly executed by the parties' authorised representatives. Supplier shall have no obligation to provide any Services in respect of any Equipment identified in an Order Form as a "Protected Device" unless and until the parties have also executed a Protected Device Confirmation Form as set forth in **Annex B** for such Equipment, referencing the Order.

6.2. Customer shall not modify, alter, improve, upgrade, add, exchange, swop or replace (each a "**Change**") any Protected Device(s) without the prior written approval of Supplier. Customer shall pay the Fees imposed by Supplier (if any) for any such Change at Supplier's then current rates. Customer shall co-operate with Supplier and comply with Supplier's instructions in relation to the implementation of any such Change.

7. StorageCraft MSP Software

7.1. Supplier may use the Third Party Software known as "StorageCraft MSP Software" supplied by StorageCraft Technology Corporation or its successors and assigns ("**StorageCraft**") to manage and protect the Data where Supplier provides managed onsite and/or offsite backup and disaster recovery services to Customer on a recurring subscription basis. Customer is permitted access to the StorageCraft MSP Software, but only through Supplier. Such access is for the limited term stated in the Order Form. Customer's access to the StorageCraft MSP Software is subject to termination based on, among other things, its non-payment of the Fees to Supplier. The following provisions shall also apply:

- 7.1.1. Terms and Conditions. The following Terms and Conditions apply to StorageCraft MSP Software and/or to the owner of a computer on which the StorageCraft MSP Software is installed (hereafter "**MSP Customer**"). MSP Customer's right to benefit from the StorageCraft MSP Software is subject to their written agreement with Supplier as a licensed managed service provider of the StorageCraft MSP Software (the "**MSP**") and to these Terms and Conditions.
- 7.1.2. IP Rights. The StorageCraft MSP Software is licensed to the MSP, not the MSP Customer. All title and intellectual property rights in and to the StorageCraft MSP Software are owned by StorageCraft or its licensors and the MSP Customer's access to, possession of, or use of the StorageCraft MSP Software does not transfer to the MSP Customer any ownership right to the StorageCraft MSP Software. The MSP Customer must cooperate in the uninstall, erasure and/or destruction of all StorageCraft MSP Software installed on their computer(s) upon termination or cancellation of their agreement with the MSP, notice from the MSP to do so, or transfer to another person or entity of the computer(s) on which the StorageCraft MSP Software is installed. The MSP Customer may not: (a) rent, lease, lend, pledge, or directly or indirectly transfer or distribute the StorageCraft MSP Software to any third party, (b) permit any third party to access or use the functionality of the StorageCraft MSP Software, (c) make any copies of the StorageCraft MSP Software or any printed materials accompanying it, or (d) reverse engineer, decompile, or disassemble the StorageCraft MSP Software, unless applicable law, notwithstanding this limitation, expressly permits such activity.
- 7.1.3. Internet Connectivity. The StorageCraft MSP Software must have an operating Internet connection permitting it to periodically communicate with StorageCraft's activation server to verify the validity of the StorageCraft MSP Software license. If the StorageCraft MSP Software is repeatedly unable to communicate with StorageCraft's activation server, the Software will be deactivated.
- 7.1.4. Termination and Suspension. Without prejudice to any other rights, the MSP may suspend or terminate the MSP Customer's rights to benefit from the StorageCraft MSP Software if the MSP Customer fails to comply with these Terms and Conditions. The MSP Customer understands that the functionality of the StorageCraft MSP Software may cease, the StorageCraft MSP Software may deactivate, and/or the MSP Customer may be required to deactivate the StorageCraft MSP Software and destroy all copies of the StorageCraft MSP Software in the event of a suspension, termination or cancellation of either their agreement with the MSP or the MSP's agreement with StorageCraft or other third party from which the MSP sourced the StorageCraft MSP Software.
- 7.1.5. No Warranty. THE StorageCraft MSP Software IS PROVIDED AS IS AND WITH ALL FAULTS. STORAGECRAFT MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING THE StorageCraft MSP Software OR ANY SERVICES PROVIDED BY AN MSP IN CONNECTION WITH OR IN RELATION TO THE StorageCraft MSP Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STORAGECRAFT DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, NONINFRINGEMENT, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY, DUTY, OR CONDITION OF TITLE OR CORRESPONDENCE TO DESCRIPTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MSP CUSTOMER DISCLAIMS ANY LIABILITY BY STORAGECRAFT OR ITS LICENSORS FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR POSSESSION OF THE SOFTWARE OR ARISING FROM THE AGREEMENT OR RELATIONSHIP BETWEEN THE MSP AND MSP CUSTOMER.
- 7.1.6. Product Support. StorageCraft has no obligation to provide Product Support directly to the MSP Customer.
- 7.1.7. No Fault Tolerance. THE MSP CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE StorageCraft MSP Software CONTAINS TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE StorageCraft MSP Software COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
- 7.1.8. Export Restrictions. The StorageCraft MSP Software is of U.S. origin for purposes of U.S. export control laws and MSP Customer agrees that it will comply with those laws, together with all applicable international and national laws that apply to the StorageCraft MSP Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions imposed by the U.S. and other governments.

8. Force Majeure

If the whole or any part of the performance by either party of any of its obligations under this Service Schedule is prevented, hindered or delayed or otherwise made impracticable by reason of strikes, labour troubles, floods, fires, accidents, earthquakes, lighting strikes, riots, explosions, wars, warlike conditions, hostilities, acts of government, or other cause of like or different character beyond the control of either party, and either party shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance.

9. Indemnity

In addition to Clause 13 ("Indemnity") in the Master Services Agreement, the Customer shall fully indemnify and hold the Supplier harmless against any and all claims or losses suffered by the Supplier arising from the performance of its obligations under this Service Schedule unless such claim or loss would not have arisen except for the Supplier's own default.

10. Duration

This Service Schedule shall be valid and in force for the period stated in the Order Form, including any renewals and extensions.

11. Limitation of Liability

Clause 12 of the Master Services Agreement shall apply. In addition, the following shall also apply:

SUBJECT TO THE EXCLUSIONS OR LIMITATIONS OF LIABILITY IN THE GENERAL TERMS AND CONDITIONS, SUPPLIER'S ENTIRE LIABILITY TO CUSTOMER IN RELATION TO THE SERVICES REFERRED TO IN THIS SERVICE SCHEDULE, WHETHER UNDER THIS AGREEMENT OR OTHERWISE (INCLUDING ATTORNEY'S FEES), SHALL NOT EXCEED THE TOTAL FEES FOR SUCH SERVICES PAID BY CUSTOMER TO SUPPLIER IN THE 12 MONTHS PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE.

12. Entire Agreement

Together with the Master Services Agreement, this Service Schedule constitutes the entire agreement between the Supplier and Customer with respect to the provision of Maintenance Services and supersedes all prior negotiations, proposals, consents, correspondences, pledges, whether made orally or in writing. There are no understandings, representations or warranties of any kind except as expressly set forth herein. In the event of any conflict or inconsistency between the terms in this Service Schedule and the Master Services Agreement, the terms herein shall prevail in relation to the provision of Maintenance Services.

ANNEX A **Services**

Protected Devices

Disk to disk backup of Protected Devices to secondary location(s) as detailed in Protected Device Confirmation Form.

Adventus Cloud Backup Storage

Provision of storage for backup data on infrastructure owned and operated by Supplier ("**Adventus**") at an Adventus Data Centre. Backup data must be encrypted by Customer with password known only to Customer.

Adventus Cloud Recovery Infrastructure

Provision of virtual server(s) and storage(s) on infrastructure owned and operated by Adventus at an Adventus Data Centre to host an instance of Protected Device(s), derived from the last good backup image provided by Customer, upon Activation by an Authorized Customer Party.

Provision of virtual desktop instance of a Protected Device which is a laptop or PC, derived from the last good backup image provided by Customer, on infrastructure owned and/or operated by Adventus at an Adventus Data Centre and making the instance accessible by providing the login credentials / password to an Authorized Customer Party upon Activation by an Authorized Customer Party.

Adventus Disaster Recovery Services (System and File Recovery)

System Recovery

Provision of manpower services to assist an Authorized Customer Party to recover an instance of a Protected Device derived from the last good backup image.

File Recovery

Provision of manpower services to assist an Authorized Customer Party to recover files from a Protected Device derived from a suitable backup image.

Emergency Hardware Services

Customer may opt for a loan of redundant or standby hardware ("**Emergency Hardware Loaner Provision**") from Supplier. Loaned hardware will be delivered to Customer upon Activation.

Customer Information			
Customer Company Name:		Installation Date:	
Customer Company Address:			
Contact Person:		Designation:	
Contact Number:		Contact Email:	
Protected Device Information			
Device Host Name:		Device IP Address:	
Device Type (Physical / Virtual/Desktop):		Operating System:	
Product ID / Serial Number:			
ShadowProtect License Key:		ImageManager License Key:	
Pre-Installation Setup			
Configure Virtual Memory:		SPDiagnos	
Backup Job Description			
Selected Drives:			
Backup Schedule Type:		Backup Schedule:	
Interval Between Backup:		Total Backup Time/Day:	
Primary Backup Storage			
Destination Address:		Destination Path:	
User Name:		Password:	
Available Capacity:			
Intra-Daily Image Files Retention:		Consolidated Daily Image Files Retention:	
Consolidated Weekly Image Files Retention:		Consolidated Monthly Image Files Retention:	
Secondary Backup Storage			
Destination Address:		Destination Path:	
User Name:		Password:	
Available Capacity:			
Replication Successful:		Base Backup Image Transferred:	
Intra-Daily Image Files Retention:		Consolidated Daily Image Files Retention:	
Consolidated Weekly Image Files Retention:		Consolidated Monthly Image Files Retention:	
Adventus Cloud Backup Storage			
Data Centre Type:			
Destination Address:		Destination Path:	
User Name:		Password:	
Capacity Allocated:			
Replication Successful:		Base Backup Image Transferred:	
Intra-Daily Image Files Retention:		Consolidated Daily Image Files Retention:	
Consolidated Weekly Image Files Retention:		Consolidated Monthly Image Files Retention:	
Remote Access			
Simple Help Installation:			
TeamViewer Installation:			
User Orientation			
Backup Setup:			
Retention Policy:			
Simple Recovery:			
Virtual Boot:			
Adventus Help Desk:			
Notes			
Endorsement			
Adventus Singapore Pte. Ltd.		Customer	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	