Viatel Cloud Backup and Recovery Service ("BUaaS"):	Service Schedule

The following terms and conditions are additional to those in the prevailing Viatel General Terms and Conditions ("GTC") (either stand alone or contained in a Wholesale or Master Services Agreement signed between the parties), and shall apply where, pursuant to a Customer Order, the Customer orders the Viatel Cloud Back-up and Recovery Service (herein called "BUaaS Cloud" or the "Service") from the suite of Viatel Services.

This Service Schedule applies separately to each account using the BUaaS, it is the Service Schedule referred to in the GTC. Capitalized terms will have the meaning specified in the GTC, and we reserve the right to change the terms of this Service Schedule in accordance with the GTC. Viatel is additionally referred to as "we" or "our", and Customer referred to as "you" or "your".

1.   Definitions

"BUaaS Credentials"	means as defined in clause 3.1
"BUaaS User"	means as defined in clause 3.2
"Back-up Data"	means as the data backed up by the Customer using the Viatel BUaaS service and stored on the Viatel Service Platform
"Back-up Site"	means as defined in clause 5.5
"Device"	means as defined in clause 2.3
"Emergency Recovery"	means as defined in clause 4.2
"Monthly Uptime Percentage"	is calculated by subtracting from 100% the percentage of minutes during the month in which any of the BUaaS, as applicable, was in the state of "Unavailable". Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion as defined below.
"Outage"	means as defined in clause 4.5.3.
"Unavailable" and "Unavailability" mean:	Means, due to a deficiency in the Service Platform, the Service is unavailable for use by the Customer such that it is; (i) unable to facilitate back-ups of non-corrupted data, or (ii) Backed-up Data is not capable of being restored on demand (subject to processing times).
"Service Credit"	is a euro credit, calculated as set forth in clause 6, that Viatel may credit back to an eligible account.
"Service Platform"	means as defined in clause 2.1.
"SLA Exclusions"	means the circumstances in which Service Credits do not apply, as set out in clause 8.
"Software"	means as defined in clause 2.1.

2. Service Description

2.1 **Description:** Our BUaaS Cloud enterprise level service comes with custom features designed for specific corporate users, it is managed and maintained by Viatel, and provides an online storage platform which enables a Customer to back up data in Viatel's Cloud ("**Service Platform**"). The associated software that is provided by Viatel to enable the use of the Service ("**Software**") allows automated or manual backup, as well as Customer-initiated data recovery.

2.2 **Configuration and Scheduling**: The Customer can configure the backups via the Software to meet its specific requirements, or Viatel can configure the Software and Schedule the Backups based on the Customers instructions. Backups can be scheduled to run unattended at a time or at the frequency defined by the Customer. Customer can, using the Software, unilaterally change the nature and scope of the Backed-up Data and the Backup frequency. Any changes to those parameters which the Customer asks Viatel to implement, must be instructed in writing with a formal change request signed by a duly authorised person within the Customer organization.

2.3 **Back up Process:** The BUaaS Software delivers built-in end-to-end AES 256-bit encryption, giving the Customer the ability to encrypt backup files and data at source (during backup), in flight and at rest. If Selected, Data is encrypted before leaving the Customer's device in relation to which the Service is provided ("**Device**") and remains so until recovered by the Customer. The Software will undertake backup using advanced compression and efficiency algorithms.

2.4 **Commencement**: Once you have subscribed and paid for the Service, you can start your backup process by downloading and installing the BUaaS Software, or by Viatel doing so on your behalf. Backups shall run unattended by Viatel from the Commencement Date in accordance with the times and frequencies set by the Customer

3. Subscribers and Credentials

3.1 **Customer Employees, Baas Cloud Users**: A Customer may be an individual or a legal or governmental entity (e.g., a company, a government agency). If an individual, legal or government entity accesses the BUaaS Cloud services for a commercial purpose or on behalf of legal or governmental entity, you are the Customer. If you access the BUaaS Cloud services for the benefit of a BUaaS Cloud Customer as an employee, contractor or agent, you are a "**BUaaS User**". As between a BUaaS Cloud Customer and a BUaaS User, the BUaaS Cloud Customer will be the owner of the Backed-Up Data. Each Customer is responsible for the acts and omissions of its BUaaS Users

3.2 **Service Platform Credentials:** The Customer will have a single username and password as your "**BUaaS Credentials**" to access the Service Platform. You may not transfer or share your log-in information with any third parties, and you are solely responsible for maintaining the confidentiality of your BUaaS Credentials.

3.3 **Responsibility for Users Actions:** You acknowledge and agree that we rely on BUaaS Credentials to know whether users accessing and using the BUaaS Cloud Services are authorized to do so. If someone accesses the BUaaS Cloud Services using your BUaaS Credentials, we will rely on the BUaaS Credentials and will assume that it is you who is accessing BUaaS Cloud Services. You are solely responsible for any and all use of your BUaaS Credentials and all activities that occur under or in connection with your BUaaS Credentials or use of the BUaaS Cloud. You agree to be responsible for any act or omission of any users that access the BUaaS Cloud Services under your BUaaS Credentials.

3.4 **Software Credentials:** When using the Software to access the Service, the Customer can, within their licence terms, set as many BUasS Users, with individual passwords and authorisations on the Software as they deem appropriate. Notwithstanding the multiple different Software users, the Software will be configured such that logged in Software users, will all ultimately interact with the Service Platform using the BUaaS Credentials.

4. Viatel Obligations

4.1 Back up and Restoration: Viatel works to ensure the successful and timely back up and restoration of all Backed-up Data and shall keep all Backed-up Data available for immediate recovery by the Customer on disk for the agreed retention period. Viatel will endeavour to ensure that Backed-up Data restores can be initiated by the Customer at any time via the Software.

4.2 Emergency Recoveries: Viatel will undertake specific emergency recoveries in accordance with terms agreed or as otherwise notified by Viatel. Backed-up Data can be copied locally at the data centre and shipped at cost, to a site of the Customers' choice for direct recovery. Backed-up Data can be copied to a local disk or similar device and couriered depending on the severity of the need for data recovery. The Customer shall have the option to collect Backed-up Data from Viatel using their own preferred couriers, in these instances, no charge shall be made by Viatel for shipping costs.

4.3 Security: Viatel will take reasonable efforts to restrict access to the Backed-up Data to the Customer using their applicable BUaaS Credentials. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge that the BUaaS Cloud Services are not invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

4.4 Service Levels. Viatel agrees that it will make commercially reasonable efforts to meet the minimum service levels and targets set out in this BUaaS Service Schedule throughout the term of the Agreement. The minimum service levels for the data backup and recovery service are as follows:

4.4.1 Data Recovery - Viatel will provide 100% recovery guarantee of successfully Backed-up Data.

4.4.2 Data restoration initiation for Backed-up Data - Customers will be able to restore Backed-up Data at any time via the Software or by logging a service request with Viatel (additional charges may apply). Viatel will process a service request within four hours.

4.5 Service Level Definitions:

4.5.1 Successfully Backed-up data - Viatel can only provide a 100% data recovery guarantee on Backed-up Data that has been backed up between the Customer's server and the Viatel Service without error or corruption. Upon each backup operation the 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 Viatel to arrange for a subsequent backup.

4.5.2 Viatel will notify Customers of any critical failed backup operation as agreed upon at the time of install. Customer is solely responsible for ensuring Viatel has the proper, up to date, contact information.

4.5.3 Measured Unavailable Time for Service - the Service is deemed to be unavailable to the Customer when the Service Platform is fully interrupted, such that the Service cannot be accessed or used by the Customer (an "**Outage**"), but excluding any such circumstances arising as the result of any event (i) contemplated in 1.11 of the GTC, (ii) caused by internet access or related problems beyond the demarcation point of the Viatel Cloud, or (iii) that result from any maintenance as provided for pursuant to the GTC. The measured unavailable time starts upon notification of an Outage by the Customer to the Viatel Network Operation Centre by telephone. The measured unavailable time ends when the affected Service is restored. Viatel 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 Viatel does monitor use of the Service that the Customer is responsible to notify Viatel of any Outages or other Service issues.

5. Customer Obligations

5.1 **Data Integrity:** The Customer is responsible for integrity of data targeted for back up by Viatel. Viatel backs up data "as is, where is" and will restore Backed-up Data in the same format in which it is backed up, (For Example: corrupted Backed-up Data will get backed up and restored in the same state. Full or incremental daily backups are done to allow customers to restore Backed-up Data to a "good" state, but assume that customer's Backed-up Data was in a "good" state when backed up.)

5.2 **Software Installation:** The Customer will install the Software on a dedicated virtual appliance (**Backup Server**) and/or on each Device (agent-based backup only) in relation to which Viatel will provide the Service and Viatel shall provide support and assistance to the Customer as is reasonably required. The Software has a number of hardware and software requirements and Viatel shall provide details of such hardware and software requirements prior to installation. The Customer shall be responsible for ensuring that the Backup Server and Devices meet the requirements.

5.3 **Recoveries:** All recoveries of Backed-up Data are the responsibility of the Customer and except in the situation of an Emergency Recovery is offered online only.

5.4 **Customer Requirements:** Viatel offers many different products and services, with different restrictions and requirements, ("**Viatel Service Offerings**") each of which are designed to address the needs of a broad range of customers. You acknowledge and agree that; (i) you assessed your data protection and storage needs, network environment and the technical specifications and cost of each of the Viatel Service Offerings; (ii) you are solely responsible for making the appropriate selection of the Viatel Service Offering even if a Viatel representative has provided guidance to you regarding the Viatel Service Offering that you select; (iii) you are solely responsible for ensuring that you comply with the applicable Requirements and restrictions related to the Viatel Service Offering; (iv) you are solely responsible for ensuring that you maintain and operate the information technology infrastructure from which the applicable Viatel Service Offering copies, maintains and transfers the Customer Backed-up Data, including the databases, applications, files, software, computer, server or any other device registered with Viatel (including, to the extent applicable, hardware delivered to you as part of any Viatel Service Offering) (collectively, your "**Environment**"); and (vi) if you exceed the storage allocated to your Customer account, you acknowledge and agree that Viatel may restrict your ability to back up further data until you reduce your storage usage, upgrade allocated storage, or purchase another type of Viatel Service Offering with higher or unlimited storage.

5.5 **Access to Backed-up Data:** Before we can back up your data, we will need you to authorize Us to act on your behalf to access and interact with the systems from which we will collect Backup Data, such as email servers, webservers or other sources of data ("**Backup Site**") so our systems can retrieve and store duplicate copies of the Backed-up Data. You can revoke our access to such site(s) at any time by amending the appropriate settings from within your settings on the applicable Backup Site or by changing your BUaaS Software settings. By downloading and installing the Software you hereby authorize and grant us a license to reproduce, access, view, modify, reformat, translate and transfer your Backup Data, solely and to the limited extent necessary to perform our obligations hereunder and provide you the BUaaS Cloud Services.

6. SLA and Service Credits

If Viatel fails to meet the minimum service levels outlined below for the Service, the Customer shall be entitled to the following credits:

Service Availability	Time Period	Service Credit Percentage

Monthly Uptime Percentage, less than 99.99% but equal to or greater than 97.0%	1 Month	10%
Monthly Uptime Percentage, less than 96.99% but equal to or greater than 95.0%	1 Month	20%
Monthly Uptime Percentage, less than 95.0%	1 Month	30%

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the Service in the monthly billing cycle.

Service Credits are payable in accordance with clause 1 of the GTC.

Service Credits will not entitle you to any refund or other payment from Viatel. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than ten euro (€10 EUR). Service Credits may not be transferred or applied to any other account.

7.   Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim in accordance with clause 1 of the GTC, and the following is the initial information required by Viatel in relation to the claim:

- the dates and times of each Unavailability incident that you are claiming;
- your request logs that document the errors and corroborate your claimed Outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

Failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

8.   SLA Exclusions

In addition to the Service Credit exclusions at clause 1.11 of the GTC, the Service commitment does not apply to any unavailability, suspension or termination of BUaaS or any other Service performance issues:

- i.   caused by internet access or related problems beyond the demarcation point of BUaaS;
- ii.   that result from any maintenance as provided for pursuant to the GTC;

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

9.   Use of the BUaaS

9.1   Customer may only use the BUaaS to store and retrieve content that is owned, licensed or lawfully obtained by it ("Customer Content").

9.2   As part of the BUaaS, the Customer may be allowed to use certain software (including related documentation) provided by Viatel or third party licensors. This software is neither sold nor distributed to you and you may use it solely as part of the BUaaS. Customer may not utilise it outside the BUaaS Service without specific authorization to do so.

9.3   Customer will provide information or other materials related to Customer Content (including copies of any client-side applications) as reasonably requested by Viatel to verify its compliance. Viatel may monitor the external interfaces (e.g., ports) of Customer Content to verify compliance. Customer will not block or interfere with Viatel's monitoring, but may use encryption technology or firewalls to help keep Customer Content confidential. Customer will reasonably cooperate with Viatel to identify the source of any problem with the BUaaS that it reasonably believes may be attributable to Customer Content or any end user materials that Customer controls.

9.4   In connection with Customer's use of BUaaS, you are responsible for maintaining licenses and adhering to the license terms of any software you run.

9.5   As part of, or in connection with, its BUaaS Service, Viatel uses, or makes available, certain third party equipment, software and services of Veeam Software (or its affiliates). Where Customer purchases the Viatel cloud storage offering, the Customer shall be licenced to use the Veeam software in accordance with Veeam's licence terms.

https://www.veeam.com/licensing-policy.html

https://www.veeam.com/eula.html

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM