



aztech

Terms & Conditions

SaaS Protection Schedule Document

Public

SAAS PROTECTION

BETWEEN **Aztech IT Solutions Ltd** at Libra House, Sunrise Parkway, Linford Wood Business Park, Milton Keynes MK14 6PH ("Supplier")

AND The "Customer" as stated here or in the service order form ("Customer")

Background

- A. The Supplier provides SaaS backup protection services and related additional services.
- B. The Supplier and the Customer have agreed that the Supplier will provide SaaS Backup Protection services to the Customer, in accordance with the terms and conditions of this agreement.

Executed as an agreement

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The signed, or electronically signed service order form (also referred to as the final quote) shall execute this agreement.

This Schedule Agreement ("Schedule") is part of the general master terms and conditions ("Master Agreement") between Aztech IT Solutions ("The Supplier") and the entity specified in the approved quote or service order form ("The Client")

1 Definitions

This section provides definitions for key terms used throughout the SaaS Backup Protection Service Agreement to ensure clarity and mutual understanding between the parties.

- (a) **Agreement:** This SaaS Backup Protection Service Agreement, including the Schedule, Master Agreement, and any referenced documents.
- (b) **Backup Data:** The data that is copied and stored from The Client's SaaS applications as part of the backup process.
- (c) **Centralized Portal:** A unified platform provided by The Supplier for managing all SaaS backup tasks, including monitoring, configuration, and recovery operations
- (d) **Client:** The entity specified in the approved quote or service order form that receives SaaS Backup Protection services from The Supplier
- (e) **Confidential Information:** Any proprietary or sensitive information exchanged between the parties during the term of the Agreement, which is not intended for public disclosure.
- (f) **Data Recovery:** The process of restoring data from backups to its original or another specified location.
- (g) **Personal Data:** Any information relating to an identified or identifiable natural person, as defined by applicable data protection laws.
- (h) **SaaS Applications:** Software as a Service applications used by The Client, which are subject to the backup and recovery services provided by The Supplier.
- (i) **Service Order Form:** The document outlining the specific services, terms, and conditions agreed upon by The Supplier and The Client, also referred to as the final quote.
- (j) **Third-Party Providers:** External vendors such as ConnectWise and Datto, whose services are utilized by The Supplier to store and manage backup data.

2 **Service Description**

The Supplier agrees to provide SaaS Backup Protection services typically utilising ConnectWise SaaS Backup or Datto SaaS Protection, but is subject to change. These services include the automated backup and recovery of The Client's SaaS application data, specifically for Microsoft 365, SharePoint, Teams, Dynamics 365, Google Workspace, and Salesforce.

3 **In-Scope Services:**

3.1 **Backup and Recovery**

- (a) The Supplier shall manage and monitor the automated backups of The Client's SaaS application data to ensure regular, secure, and efficient backup processes.
- (b) The Supplier shall perform regularly scheduled backups to maintain data integrity and availability.

3.2 **Centralised Management**

- (a) The Supplier shall provide The Client with access to a centralized portal for the management of all SaaS backup tasks, allowing for streamlined and unified control over backup operations.

3.3 **Monitoring:**

- (a) The Supplier shall conduct continuous monitoring of backup processes to verify successful completion and to identify any issues or anomalies promptly.
- (b) The Supplier shall ensure that The Client receives timely alerts and notifications concerning backup status, failures, and other critical events.

3.4 **Support and Recovery**

- (a) The Supplier shall ensure quick and reliable data recovery options to minimize downtime and disruption to The Client's operations.
- (b) The Supplier shall provide 24/7 support to address any issues or questions related to the backup solutions, including assistance with data recovery processes and troubleshooting as required.

4 **Out of Scope Services**

- (a) **Resolution of Non-Backup Related Issues:** The Supplier shall not be responsible for resolving any issues not directly related to the backup and recovery services provided.
- (b) **On-Site Support:** On-site support services are not included unless explicitly specified in the approved quote or service order form.
- (c) **Additional Services:** Any services not expressly mentioned in the approved quote or service order form shall be deemed out-of-scope and will require a separate agreement

5 **Suppliers Obligations**

- 5.1 The Supplier shall manage and monitor the backup solutions to ensure that The Client's data is consistently protected in accordance with best practices and industry standards.
- 5.2 The Supplier shall conduct regular checks and maintenance to verify that the backup solutions are functioning correctly and efficiently.
- 5.3 The Supplier shall implement and maintain appropriate technical and organizational measures to protect The Client's backup data against unauthorized access, loss, or destruction.
- 5.4 The Supplier shall ensure that all backup data is encrypted both during transit and at rest, using industry-standard encryption protocols.
- 5.5 The Supplier acknowledges that the backup and storage services are reliant on third-party providers such as ConnectWise and Datto.
- 5.6 The Supplier shall ensure that these third-party providers comply with applicable industry standards for data security and protection, and shall take all reasonable steps to verify and maintain such compliance.
- 5.7 The Supplier shall provide 24/7 technical support to address any issues or inquiries related to the backup solutions.
- 5.8 The Supplier shall assist with data recovery processes and troubleshooting to ensure timely and effective resolution of any problems.

6 **Clients Obligations**

Accurate Information

- (a) The Client shall provide accurate and up-to-date information regarding their SaaS applications and data to facilitate the effective provision of backup and recovery services.

6.2 **Notification of Changes:**

- (a) The Client shall promptly notify The Supplier of any changes to their SaaS applications, data, or IT environment that might impact the backup processes or services.

6.3 **Access and Cooperation:**

- (a) The Client shall provide The Supplier with the necessary access to their systems and cooperate fully with The Supplier's technical team to enable effective management and monitoring of the backup solutions.

7 **Setup Services**

- (a) The Supplier shall perform the initial setup and configuration of the backup solutions for The Client's SaaS applications, ensuring seamless integration with The Client's existing IT environment.
- (b) The Supplier shall tailor the backup configurations to meet The Client's specific business requirements and compliance obligations.

8 **Data Protection**

Both parties shall comply with the applicable data protection laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Specific obligations include:

8.1 **Supplier's Responsibilities:**

- (a) The Supplier shall comply with all applicable data protection laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the General Data Protection Regulation (GDPR)
- (b) The Supplier shall ensure that any personal data processed on behalf of The Client is handled securely and in accordance with The Client's instructions, implementing appropriate technical and organizational measures to safeguard the data

8.2 **Client's Responsibilities:**

- (a) The Client shall ensure that any personal data provided to The Supplier is accurate, relevant, and necessary for the provision of SaaS Backup Protection services.
- (b) The Client shall inform The Supplier of any changes to personal data that may affect the provision of services or compliance with data protection laws.

9 **Term and Termination:**

9.1 **Initial Term**

- (a) The term of this agreement commences as per the approved quote and continues for 12 months unless otherwise stated in the service order form.

9.2 **Renewal Term**

- (a) The agreement will automatically renew for another 12-month term unless The Client provides 90 days' notice in writing to cancellations@aztechit.co.uk. If the Supplier does not receive a cancellation notice at least 90 days before the renewal date, the agreement will automatically renew for another 12-month term.

10 **Notice of Termination**

10.1 To terminate this Schedule at the end of the initial term or any renewal term, the Client must provide the Supplier with at least 00 days' written notice prior to the renewal date. If the Supplier does not receive a cancellation notice at least 90 days before the renewal date, the agreement will automatically renew for another 12-month term.

11 **Limitation of Liability:**

11.1 The Supplier shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the provision of SaaS Backup Protection services.

11.2 The Supplier does not guarantee that all data can be recovered in the event of a failure. While The Supplier shall use reasonable endeavors to ensure data is backed up and recoverable, the final outcome cannot be guaranteed due to reliance on third-party providers.

11.3 The Supplier shall not be liable for any damages or losses incurred by The Client as a result of data loss or the inability to recover data, except to the extent caused by The Supplier's negligence.

12 **Confidentiality and Governing Law:**

Confidentiality:

(a) Both parties shall adhere to strict confidentiality obligations, ensuring that any proprietary or sensitive information exchanged during the course of this agreement is protected against unauthorized disclosure.

Governing Law:

(b) This agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

13 **Billing**

13.1 Invoices are issued monthly in advance with a 30-day net payment term from the invoice date.

13.2 Any additional services beyond the agreed scope will be charged at £125.00 per hour unless otherwise agreed.

13.3 The Supplier may increase prices with six weeks' written notice to the Client, limiting increases to once per 12 months and not exceeding 5%.