

Terms and Conditions

Cloud Backup Terms

1.0 Online backup service description

→ Lyon Tech's online backup service provides customers the ability to back up selected data to Lyon Tech's backup servers located on Microsoft Azure. The customer can connect to the backup server either via the customer's existing internet connection or by utilising a Lyon Tech fibre connectivity service. The online backup service requires the customer to use a Lyon-provided software agent. As part of the installation process the customer will select an encryption key which is held solely by the customer (Lyon Tech will have no access to it) which will be required to restore data. Prior to data leaving a customer server, the Lyon Tech software agent will encrypt all data. All stored data is encrypted. No target service commencement date applies.

First time backup

→ This can be sent physically to Lyon Tech offices or via network to Microsoft Azure. The responsibility for the data and media, including risk, resides solely with the customer until Lyon Tech confirms receipt. The process of loading this data can take up to 5 working days to commence.

Retention policy

→ The default retention policy is 30 incremental backups as configured by the customer.

Reporting

→ Reporting functionality is available to the customer via the Lyon Tech software agent or via the portal. The customer is also able to setup email reporting of successful or unsuccessful backups. The responsibility for setting up email reporting resides solely with the customer.

Data Restoration and Egress Limits

→ The Customer may request the restoration of stored data to its original location or to an

alternative location, subject to successful authentication and use of the correct decryption key (where applicable).

→ Where Lyon Tech stores or holds data on behalf of the Customer, data retrieval by the Customer (including but not limited to downloads, restores, or migrations) shall be limited to the equivalent of 5% of the total data stored per calendar month (the "Monthly Egress Limit").

→ Any retrieval of data that exceeds the Monthly Egress Limit shall be deemed non-standard usage and may be subject to:

→ a. A fee based on the total volume of data egressed beyond the Monthly Egress Limit, as calculated in accordance with Lyon Tech's prevailing rate card;

→ b. Suspension or restriction of access to stored data pending full payment of egress-related charges;

→ c. Termination of the service in the event of sustained or repeated breach of this clause.

→ The Monthly Egress Limit is intended to ensure fair and proportionate use of network and storage resources. It applies cumulatively per Customer across all services, systems, or accounts maintained with Lyon Tech.

→ Lyon Tech reserves the right, at its sole discretion, to require the Customer to provide a deposit or advance payment prior to enabling further data retrieval above the Monthly Egress Limit.

→ Any fees due under this clause shall be payable in accordance with Lyon Tech's standard payment terms, unless otherwise agreed in writing.

2.0 Service level agreement

Service availability

- The online backup service is considered available if the customer can access the stored data (as evidenced by the availability of the portal).

Title	Target Availability
Online Backup Service	99.9%

3.0 The fee

- The fee for the service is calculated on the total amount of storage capacity reserved by the customer charged at the rate agreed. Should the original capacity prove insufficient, the customer can request an increase at a revised fee.

4.0 Services

- 4.1 Lyon Tech will supply software to the customer for the purposes of compressing, encrypting and transmitting instances of customer data at intervals throughout the day and night.
- 4.2 Lyon Tech will keep the customer's stored data for the retention period set in the software.
- 4.3 Lyon Tech will remove the customer data from the backup server. Upon termination of the service.

5.0 Customer responsibilities

- 5.1 The customer agrees for Lyon Tech' software to be installed upon the customer's equipment. Lyon Tech retains all rights in any such software, and on termination of this agreement for whatever reason, Lyon Tech shall be entitled to remove such software.
- 5.2 The customer will maintain an internet connection of adequate capacity to enable backup data to be transmitted to Lyon Tech storage servers. The data traffic required to maintain an up to date backup will consume bandwidth, and may have a detectable effect on the overall performance of your internet connectivity.
- 5.3 The customer will ensure the backup is functioning and Lyon Tech will provide access to necessary information to accomplish this. It is the customer's responsibility to confirm that all data the customer wishes to be backed up is in fact included in the backup.
- 5.4 The customer confirms it owns and is permitted to transmit all data to Lyon Tech.
- 5.5 The customer agrees not to backup any data which is obscene, illegal, defamatory or which breaches the rights of any third party and will indemnify Lyon Tech from any claims or costs arising out of breach of this clause.

6.0 Limitations

- 6.1 Online backup is a service intended to be a reasonable precaution against data loss and to provide access to backed up data to enable business continuation after a loss of data. Online backup is not insurance against data loss nor is it a substitute for such insurance.
- 6.2 Lyon Tech will make reasonable endeavours to ensure that a current backup is maintained of all

customer data. It is not possible to guarantee that all data files will be fully up to date at all times. Access to and restoration of an effective backup depends on an up to date copy of the data being held on Lyon Tech storage servers. The backups are taken as periodic 'snapshots', and not continuous. Copying to backup can be delayed for a variety of reasons, e.g. A file may be locked by a user application whilst in use, and so not accessible to Lyon's backup software until the data file is closed by the user application, or there may be a third-party communications failure, which delays transmission of a backup to Lyon's server. Data files that are in use at the time of data loss may not be backed up.

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- 6.3 So far as is reasonably practicable, backups will continue to be taken and available on a 24 hour 7 day basis, it is however technically impossible to provide fault-free service, and the service is provided 'as is' and without warranties of any kind, express or implied (other than warranties not capable of exclusion). Whilst Lyon Tech will use reasonable efforts to ensure that service is maintained at all times, to keep unavoidable interruptions to a minimum, and to give notice of anticipated interruptions, but it is inevitable that there may be times when the service or some aspects of it are not available.
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- 6.4 Backups capture the customer data at the time the backup is taken. A continuous record of the customer's files will not be retained and only the files extant at the time of the backup are capable of being reinstated.
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- 6.5 Our obligations are limited to using reasonable endeavours to maintain an adequate recent backup, and to providing prompt access to such backup data as is available.
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7.0 Access to backed-up data

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- 7.1 Upon request from the customer for customer data, Lyon Tech will either;
- (A) provide remote access to customer data, which is included within the fee
 - (B) provide customer data upon a storage device at additional cost,
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- 7.2 Access is obtained by user password, it is the customer's responsibility to keep any passwords issued to the customer secure, and to advise Lyon Tech immediately if the customer has reason to suspect a password to have become compromised. All access using a password allocated to the customer is conclusively presumed to have been authorised by the customer.
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- 7.3 Unless otherwise requested by the customer, the customer's data is encrypted with an encryption key only known to Lyon. The customer may generate and use their own encryption key and may choose to share this with Lyon. If the customer uses their own encryption key, Lyon Tech will have no ability to recover encrypted data.
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