



## Service Specific Terms

### MSx Backups

Effective 1.1.2024

These Service Specific Terms are incorporated into each applicable Service Order, and collectively with the General Terms and Conditions, form the Agreement between the Parties. Any capitalized terms not defined herein have the meaning given to them elsewhere in the Agreement.

#### A. Service Description – MSx Backups

“MSx Backups” is TPx’s managed Backup and Disaster Recovery solution, designed to protect critical systems and data from downtime and to mitigate data loss due to human error, natural disasters, system failures or security attacks. The Service Features and other Entitlements included in the MSx Backups Services are further described in the sections below.

#### B. Supported Third-Party Product(s) & Technical Features; Portal Access

TPx currently offers its MSx Backups Service utilizing Equipment & related Software from the following Third-Party Product Providers:

**Backup Appliances:**

- Datto (Siris 5 BDR Appliance)

**Software:**

- Datto (Windows Backup Agent)

**Technical Features.** Certain features that are inherent to the Third-Party Product(s) (“**Technical Features**”) may augment or limit the availability of Add-On Service Features. TPx supports all Technical Features requisite to deliver the Managed Service and Add-On Service Features detailed herein, but may not support all Technical Features offered by a particular Third-Party Product Provider.

**Portal Access.** User access is provided to the device graphical user interface (the GUI or “**Portal**”) for Customer’s authorized users. The software used for a Portal is dependent on the respective Third-Party Product Provider. TPx will provision read/write or administrator level Portal access where Customer has purchased the Core (self-managed) Service Level, or where Customer requests co-management at the Optimum Service Level. Please note that there are additional Service Specific Terms in Section G below associated with Self and Co-Management of the Services.

#### C. Standard Service Onboarding; Initial Configuration & Account Enablement

**Standard Service Onboarding.** As a separate non-recurring Professional Services charge, TPx will provide project management and enablement services as required to implement and configure the Technical Features and provision access to Customer’s authorized users. Standard service onboarding is offered during TPx regular business hours. Custom service onboarding may be required for certain deployments, which must be agreed to between the parties in a separate statement of work.

#### D. Managed Service Levels; Service Feature Availability

MSx Backups is offered at two service levels: (i) Core; and, (ii) Optimum. The Core Service Level is designed for Customers looking to self-manage their own backup process; and, the Optimum Service Level is designed for Customers looking to leverage the broader managed MSx Backups Services offered by TPx. The availability of Service Features for each Service Level is detailed in Table 1 below.

**Table 1. Managed Service Feature Availability.**

Legend: “I” – Included; “MRC\$” – available with additional recurring cost; “NRC\$” – available with additional Professional Services charges.

Managed Service Feature	Description	Service Levels	
		Core	Optimum
Initiate Virtualization	In the event that a protected server or the local backup appliance fails, TPx will initiate a local or hybrid cloud virtualization. TPx will also initiate a virtualization at the Customer’s request.	NRC\$	I

Perform Recovery	At customer Request, TPx will initiate a recovery of specific file/folder data or a full server image from an available backup image.	<b>**NRC\$</b>	
Post-Onboarding Configuration Requests	Coordinated and planned configuration changes requested by the Customer and approved by TPx that are not a part of Standard Service Onboarding or Standard Maintenance.	<b>NRC\$</b>	
Service Support & Incident Management	Service incident analysis, identification of root cause and development and deployment of a remediation plan to resolve the issue or mitigate its impacts. TPx will manage incidents automatically when the system generates a KPI alert (*not included in Core), or when Customer submits a service case.  **TPx may charge reasonable professional service fees: (i) to recover its costs of service support & issue management where the issue was the result of Customer's actions taken through Customer Management of the Services, including any network & firewall policy reconfigurations; or (ii) to provide any on-site support as requested by Customer.	*I; <b>**NRC\$</b>	I; <b>**NRC\$</b>
Lifecycle Management	Proactive reporting of any Third-Party Product end-of-support or end-of-life as designated by their respective manufacturers or licensors.		
Standard Maintenance	Periodic execution of TPx approved (i) firmware/software updates and patches as made available for the applicable Third-Party Products by their respective manufacturer or licensor; and, (ii) configuration changes consistent with TPx recommended practices, as informed by the applicable manufacturer or licensor of the Third-Party Product.		
Monitoring, Alerting & Reporting	24X7X365 system-based monitoring of certain Key Performance Indicators (KPIs) used to measure the health, performance and security of the managed Backup Appliance. Certain KPIs may be available in real time status through a dashboard in the device Portal, and others may be reportable by TPx at the customer's request. Failure of certain KPIs will trigger automated alerts. See Table 3 for applicable KPIs.		

**Table 2. [Reserved for Future Use].**

**E. KPIs & Support Priority Levels**

The KPIs for monitoring, alerting, and reporting are as set forth in the table below. TPx will treat an incident that is either triggered by an alert or raised by Customer through a support case associated with each KPI based on the assigned Support Priority Level, as defined within the Service Level Agreement found at [www.tpx.com/terms/service\\_level\\_agreement](http://www.tpx.com/terms/service_level_agreement).

**Table 3. KPIs and Support Priority Levels.**

KPI	Monitoring	Alerting	Description
Device Up/Down	X	X	Physical device status indicating whether it is connected and responding to the network and monitoring platform. If the BCDR appliance fails to check in to the monitoring platform within any 60-minute interval, a "device not seen" alert is generated.
Screenshot Verification Failure	X	X	Status check indicating whether a scheduled screenshot verification failed. Screenshot Verifications are scheduled to occur 1 x per day after the first backup point of the day.

Low Disk Space	X	X	Status check indicating whether the available disk space on the BCDR appliance drops below 20% of the total BDR appliance size.
Critical Errors	X	X	Status check indicating whether a backup job failure is caused by a specific error and is unlikely to resume without intervention.
Backup Warnings	X	X	Status check indicating whether a backup job fails to complete. This does not necessarily signify an error and backups may resume without intervention.
Device Hardware Alert	X	X	Status check indicating whether there is a hardware issue or a SMART status alert for the BCDR appliance.
Sync Completion Alert	X	X	Status check indicating whether the BCDR appliance has not reached full cloud sync within 5 days.

#### **F. Service Commencement & Delivery; Initial Service Term & Billing**

TPx endeavors to initiate the Standard Service Onboarding process by contacting Customer within five (5) business days of the mutual execution of the applicable Service Order. During the Standard Service Onboarding process, the Parties will mutually agree to a targeted Service Commencement and Service Delivery Date, as evidenced in writing (email sufficient).

##### **For MSx Backups:**

**Service Commencement** means that TPx has placed the order with the respective Third-Party Product Provider(s) for the Equipment and Software (as applicable), or has otherwise assigned the Equipment in inventory to Customer's order.

**Service Delivery** means that TPx has completed the Standard Service Onboarding and otherwise delivered the Service, which is available for Customer's use.

The **Initial Service Term** will begin on the date of Service Delivery for each respective Service Location, and continue through the Term identified in the applicable Service Order. TPx will generally accommodate small changes to the target Service Delivery Date; however, where Customer unreasonably delays the Service Delivery or otherwise fails to fulfill its obligations under Article VI of the General Terms and Conditions preventing TPx from completing Service Delivery on the target Service Delivery date, then the Initial Service Term will begin on the target Service Delivery Date. Billing for the Service will coincide with the beginning of the Initial Service Term.

## G. Additional Service Specific Terms

1. **Customer Self-Management or Co-Management.** Where TPx provisions read/write or administrative user access to the Customer in the Portal, Customer will have access to modify and otherwise reconfigure Technical Features and other aspects of the Services ("**Customer Management**"). Customer takes full responsibility and TPx disclaims all liability associated with any degradation in the Service quality or security resulting from actions taken by Customer through Customer Management.
2. **Cloud Retention Policies; Data Transition.** Cloud Retention refers to local data collected by a backup appliance that is replicated to a private and secure cloud environment, to protect against a local BDR failure or full site disaster. The available standard cloud retention policies include one-year, seven-year, and infinite retention. One-year and seven-year retention policies will delete the oldest backups once the threshold is met. Infinite cloud retention retains backup data for as long as the customer maintains a current MSx Backups Subscription with TPx. Datto retains Cloud Data for 60 days after cancelation of the MSx Backups services, and it is Customer's responsibility to request a copy of the backup data within this period if needed.
3. **Local Retention Policies and Sizing.** Local retention refers to local data collected by a backup appliance that is stored on that appliance, to protect against a local BDR failure or full site Disaster. Where included in a Service Order, TPx will typically size a local backup appliance to be approximately 2.5x the current storage size of the existing protected devices for scaling purposes, though other sizing criteria (i.e.- encryption) may modify the final backup device sizing. Local data is retained on the backup appliance indefinitely after canceling the service, however, it will no longer back up or sync with any protected machines upon canceling service.
4. **Supported Protected Devices.** MSx Backups protects both Windows and Linux devices. A "Protected Device" is generally considered a server, however desktop PCs that are always connected to a LAN internet connection and generally powered on can also be considered for support. TPx standard device protection requires installation of a device agent on each protected system. Agent installation is performed by the Customer and facilitated by TPx during onboarding.
5. **Supported Backup Appliances.** MSx Backups leverages the Datto Siris 5 Appliances. Datto Siris 4 appliances are available for renewals of the MSx Backups service or takeovers from competitive Managed Services providers only. Takeover devices must be owned by the Customer (Bring Your Own Device). Datto's Standard Manufacturer's warranty is for 5 years.

### Third-Party Terms.

- **Datto/Kaseya.** All services, software and hardware warranties associated with Datto Third-Party Products are governed by Kaseya's policies found on its website, currently at <https://www.kaseya.com/legal/kaseya-master-agreement/>. Specific licensing terms for BCDR can be found at <https://www.datto.cv?Pom/legal/agent-licensing-agreement>; and the terms of use can be found at <https://www.datto.com/legal/terms-of-use>.