

Terms and Conditions for Backup

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1. Presuppositions

This document specifies the conditions governing the use of Netgroup's backup solutions. All deviations from this document and Netgroup's General Terms of Sale must be clearly specified in the Customer's Purchase Agreement.

The following preconditions apply to the delivery of Netgroup backup services (incl. remote backup).

The customer's server(s) must run IBM Tivoli Storage Manager (TSM) clients. Unless Netgroup has operational responsibility for backup and restore the TSM client will be delivered electronically and be configured in such a way that installation on the individual servers is relatively simple and primarily involves the selection of files and folders of which backups are to be made. Under normal circumstances, Netgroup's assistance is only required for tailored solutions.

In the event that the Customer's servers are not located at Netgroup's data centers, the Customer must establish network access via a permanent connection or via the Internet. This connection, and access to the servers in question, must be available at all times at which the Customer requires backup or restore services. Network access must be based on the TCP/IP protocol.

Before installing their solution, the Customer should consider whether the Internet connection employed can transfer backup data and restore data (where relevant) within an acceptable time frame. This is normally dependent on bandwidth relative to anticipated data quantities.

2. Responsibility and Uptime

In the event that Netgroup do not have operational responsibility for the Customer's backup solution, Netgroup's responsibility is limited to ensuring that the backup solution and the underlying infrastructure function as described in this document. Eventual operational responsibility for backup should be clearly stated in the Customer's Purchase Agreement.

The Customer will automatically receive daily status updates detailing eventual errors in the most recent backup. In this connection, it is the Customer's responsibility to alert Netgroup to any irregularities resulting from the use of Netgroup's systems.

Similarly, it is the Customer's responsibility to test the restoral of data from backup files on a regular basis. Backup and restore services are only available from/to servers on which the necessary TSM clients have been installed.

Username and encrypted passwords will be supplied after the backup solution has been setup and it is the Customer's responsibility to store such information appropriately. No restoral is possible without usernames and passwords and Netgroup cannot bypass this password protection in any way.

Netgroup's guaranteed uptimes for backup and restore functions are stated in Netgroup's Service Level Agreement.

3. Data Transmission

Data transmission between the Customer's servers and Netgroup takes place via data encrypted and compressed by the IBM Tivoli Storage Manager client. Data is encrypted and compressed locally on the Customer's server.

4. Recovery

Should the Customer need to recover large quantities of data within a short space of time this can take place locally in Netgroup data centers. In the event that the Customer's agreement does not entitle them to access to Netgroup data centers, access will only be granted to personnel accompanied by an authorised Netgroup employee. This service is only available against payment and must be clearly specified in the Purchase Agreement.

5. Payment and Data Consumption

The Customer will be charged for data consumption according to the agreed price per gigabyte as clearly stated in the Customer's Purchase Agreement. Consumption is calculated on the basis of the number of gigabytes of data the Customer uses on Netgroup's tapes and storage systems. The Customer can monitor their data consumption via the daily status reports.

6. Support and Consultancy Services

Support outside normal working hours which does not relate to deficiencies in Netgroup's systems or infrastructure must be covered by a separate support agreement and this service must be clearly specified in the Purchase Agreement.

Assistance with the installation of TSM clients, the alteration of backup policy, the recovery of data, the analysing of status reports etc. will be invoiced at current hourly rates unless otherwise clearly stated in the Purchase Agreement.

7. Backup Policy

Backup services are provided in accordance with the agreed backup policy as specified in the Purchase Agreement. As a point of departure, a full backup of all data will be performed at startup and daily incremental backups covering alterations will be performed subsequently. In addition, a full backup of databases will be performed once a week. The daily backup will normally take place at 00:30, but alternative times can be specified in the Customer's Purchase Agreement.

As a point of departure, Netgroup provide three standard backup policies:

Basis	Standard	Extended
<p>As standard, files are saved in 1 version for 14 days.</p> <p>In the event that a file is deleted from the server it will always be possible to recover it so long as no more than 14 days have passed since the file was deleted.</p>	<p>As standard, the 3 most recent versions of files are saved.</p> <p>If a file is deleted it will be possible to recover it in at least 3 versions within 90 days of deletion.</p> <p>The most up-to-date version of the file is saved for 365 days.</p> <p>In the event that a file is deleted from the server it will thus be possible to recover it in at least 3 versions within 90 days of deletion. The most recent version of the file will be recoverable as long as no more than 365 days have passed since the file was deleted.</p>	<p>As standard, the 10 most recent versions of files are saved.</p> <p>The most up-to-date version of the file is saved for 365 days.</p> <p>In the event that a file is deleted from the server it will thus be possible to recover it in at least 5 versions within 90 days of deletion. The most recent version of the file will be recoverable as long as no more than 365 days have passed since the file was deleted.</p>