



# DATA PROTECTION SERVICE LEVEL AGREEMENT

This Data Protection Service Level Agreement (“SLA”) is incorporated into the Quote executed by C Spire Business and Customer for Data Protection Services and sets forth the specific terms and conditions under which C Spire Business shall supply the Data Protection Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

## TERMINOLOGY

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- **Backup Agents** – An agent-based backup requires the installation of software, known as an agent, on each machine that needs to be protected. In agent-based backup, a service, daemon or process runs in the background to facilitate the backup.
- **Recover Point Objective (RPO)** – The amount of time going backward where data will be consistent between the production environment and the virtual environment. RPO determines how much utilization is needed on the network.
- **Recovery Time Objective (RTO)** – The amount of time it takes after a disaster to get the environment back up and running in full production.

## SERVICE DESCRIPTION

C Spire Business Data Protection Services deliver comprehensive protection of your business-critical data assets and can offload the labor and burden of managing, monitoring, and supporting your backup infrastructure to our team of trusted and reliable experts. We offer backup solutions that are scalable and flexible to fit your specific needs.

## SERVICE OFFERINGS

### MANAGED SERVER IMAGE-BASED BACKUP

Cloud-based backup and recovery for physical and virtual servers. Designed to protect system image-level data. In the event of a restoration need, C Spire Business can restore individual files or the entire system from backup. For dedicated/single tenant environments, requires an on-site primary backup appliance.

- For Customers who want to back up to onsite systems, backups are sent to a local appliance, which can be leased through C Spire Business.
- If offsite copies of those backups are needed, Customers can add an offsite backup option (see Cloud Connect).

- For Customers who require backups within C Spire Business Cloud Infrastructure, no backup appliance is needed.

## FEATURES

- **Backup Agents** – With Managed Data Protection, C Spire Business will install backup agents for the Customer, configure jobs and retention schedules.
  - The Backup Agent provides the communication to the master server, which controls backup/restore scheduling and other backup/restore functions. In addition, the backup Agent initiates the transport of the data across the network from the client's Server to the C Spire Business storage device.
- **Retention Schedules** – Retention schedules will be defined based on Customer needs. Standard options are 7-day, 14-day, and 30-day.
- **Job Definition** – C Spire Business will capture an entire image of the system on a regular schedule.
- **Data Restoration** – Customers can perform self-directed restores of data. C Spire Business assumes no responsibility for the loss of data for restores that overwrite live data. If Customer requests assistance with restoration of data, additional charges may apply.
- At Customer's request, C Spire Business will provision User accounts that will allow the Customer to access the Web-based file restore application and the administrator console application (available for download). Each User account will be secured with a complex password. C Spire Business will provide a User Guide that explains how to perform the file restore process. Customer is responsible for safeguarding the User account information.
  - It is important to note that restore times often exceed the duration of the original backup time, especially across slow connections. Network performance, data, compressibility, and end user systems may affect restore times. Should C Spire Business, as part of its monitoring function, observe any unusual, abnormal, or excessive number of restore requests, C Spire Business reserves the right to contact Customer and require modifications to procedures and behavior in this area.
- **Restore Services** – C Spire Business will be responsible for restoring data within the requirements of this SLA. Customer will bear responsibility for getting server and applications up and running. C Spire Business reserves the right to bill customer at standard rates for providing additional assistance relating to a restoration request.
- Restorations performed from the web interface will not include original ACLs or security permissions. If restorations require original security permissions, C Spire Business will need to initiate a restore or use the backup application's administrator console.
- Customer data contained within a backup job that has expired or has exceeded defined retention cannot be recovered.
- **Encryption** – Data is encrypted at rest. The data is visible and accessible by any C Spire Business backup administrator.

## CLOUD CONNECT

Cloud Connect offers an offsite, remote copy of image-based backups. Cloud Connect targets exist in C Spire data centers in Birmingham, AL, Starkville, MS and Dallas, TX.

Customer may specify which location will house their offsite copies. Offsite copies have separate licensing, retention schedules, and storage consumption from the primary local backups.

## DISASTER RECOVERY

Disaster Recovery refers to a process for quickly reestablishing access to business-critical systems in the event of a catastrophic event. C Spire Business' Disaster Recovery model provides a means for customers to securely replicate their production virtual environment to one of our offsite data centers and allows for these replicated systems to be brought online with restore points updated within minutes or seconds from the time production services were affected. Once running in our data center, reverse replication can be enabled to ensure resources can be easily transferred back to the Customer's production environment.

C Spire Business Disaster Recovery service also allows Customers to perform a "test failover" of VMs once a year, not to exceed two business days, at no additional cost to the Customer. This may satisfy some auditing requirements without having an impact on Customers' existing production environment. Any failover tests that exceed 2 business days and any subsequent failover tests in the same calendar year will incur normal daily resource charges as described in signed agreement.

C Spire Business Disaster Recovery solution also allows Customers to conduct a planned migration of a production environment and fail back that production environment. This would constitute a live failover and will incur normal daily resources charges as described in signed agreement. C Spire Business requires a minimum of 14 business day notice for any Managed Disaster Recovery Customer's planned failover event (test failover or live failover) to ensure proper support personnel is allocated and available to support your Disaster Recovery testing.

### UNMANAGED DISASTER RECOVERY

With the Unmanaged option, the Customer provides space in their VM or Hyper-V environment to host the required agents and management console. The Customer also manages the setup and management of their Disaster Recovery environment. C Spire Business provides the target environment and licenses.

- C Spire Business will provide installation software and instructions and guidance for the Customer to install any required services into the Customer owned/managed environment.
- C Spire Business will configure all target environments and assist the Customer with proper configurations related to our Disaster Recovery service.
- C Spire Business will provide support for the Customer to ensure the Customer's virtual environment is properly replicated and will assist with initial test failover to ensure systems do properly failover into the Customer's isolated test environment.
- The Customer will update/upgrade necessary Disaster Recovery software as required by C Spire Business and will maintain software versions within specified range compatible with C Spire Business' target environment.

- In the event the pushed upgrade fails, the Customer may be removed from C Spire's Disaster Recovery system until such time as required customer upgrades are performed.
- C Spire Business will inform the Customer of any removal or disconnection from the Disaster Recovery environment to ensure timely upgrade is performed and loss of service is minimized as much as possible.
- The Customer will be responsible for monitoring replication status and verifying.
  - C Spire Business will provide first level support and troubleshooting to help resolve replication issues.
  - The Customer will initiate failovers in both a test and live failover scenario.
  - C Spire Business will provide first level support and troubleshooting as necessary to ensure replicated VMs are successfully failed over and brought online to a running state in the DR environment.

### SPECIFIC AVAILABILITY DEPENDENCIES

- The Customer is required to maintain the Disaster Recovery software versions as specified by C Spire Business. Failure to comply with this dependency will result in termination of Disaster Recovery replication services until remedied by the Customer.
- Sufficient network connection is needed from the Customer site to C Spire Business to sustain Customer VM data change rate replication.
- Service requires suitable network bandwidth for transport in some cases. C Spire Business reserves the right to limit availability of Service, even if a suitable network transport exists between C Spire Business and Customer Server.
- Customer must define the RPO/RTO for each VM. This RPO/RTO timeframe must fit within the technical limitations of the network connection, the daily data change rate and the required storage for data and journals.

### MANAGED DISASTER RECOVERY

C Spire Business will install and manage the Disaster Recovery licenses and platform in the Customer environment and will configure RPO and Journaling targets.

C Spire Business will assist the customer in developing a runbook, and will perform all failovers, recovery, and testing.

- C Spire Business will install and configure any Warm Site or Hot Site Equipment (Data Center Colocation rates and hourly rates may apply).
- Customer will provide C Spire Business proper access into their environment and will provide any systems and access required for configuration of the service.
- C Spire Business will install the required Disaster Recovery software and licenses into the Customers environment.
- C Spire Business will work with the customer to configure VPG as needed and publish a runbook to document failover process.
- C Spire Business will work with the Customer to develop a recovery plan and configure Virtual Protection Groups accordingly. Once C Spire Business has verified that the systems are running properly, and completed a successful

failover test of the environment, the Service will be considered active and billing will commence.

- C Spire Business will perform all failovers, recovery, and testing.
- C Spire Business will update/upgrade necessary Disaster Recovery software as required to maintain software versions within specified range compatible with C Spire Business' target environment.
- C Spire Business will initiate failovers on behalf of the Customer for test or live failover scenarios and ensure servers are online and accessible during failover event.
- C Spire Business will utilize its standard monitoring software in conjunction with scripting and vendor provided APIs to monitor the Customer's SLA.
- C Spire Business will work with the customer to ensure replication targets are met.
- C Spire Business' Disaster Recovery Software maintains and calculates a customer's SLA as defined by their Journal Targets and RPO settings withing the software.

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- Customer must define the RPO/RTO for each VM. This RPO/RTO timeframe must fit within the technical limitations of the network connection, the daily data change rate and the required storage for data and journals.
- If additional configuration work is required due to limitations of the Customer Network or other server/application requirements, C Spire Business reserves the right to bill Customer at current hourly rates. Reinstallation or reconfiguration of any systems due to such circumstances may be deemed billable. C Spire Business is NOT responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any Customer equipment and software, or integration of such equipment and software into the Customer Network.

Customer shall be responsible for any travel expenses incurred by C Spire Business in the course of providing onsite installation service.

### DISASTER RECOVERY SERVICE LEVEL METRIC

Service availability and Service performance goals are determined on a customer-by-customer basis outlined by the agreed upon RTO and RPO.

## DATA PROTECTION SERVICE AVAILABILITY DEPENDENCIES

The availability of Service is dependent on the following:

- Existence of a suitable network transport from C Spire Business to User(s). C Spire Business also reserves the right to limit Service availability in the event that necessary Service Components are either unavailable or unattainable at a reasonable cost to C Spire Business.
- The maximum size of any single file the Service can support on a Protected Server is equivalent to the maximum supported file size of the client file system.
- Job Scheduling is managed on a per customer instance.
- Initial Backup Time Requirements – The Initial Backup process for each Protected Server must complete before a Protected Server is fully protected. This process may take several days. Data transfer rates for the initial Backup cannot be reliably estimated. Typically, if inadequate bandwidth is available for the given capacity, it could take many days, even weeks, to complete the Initial Backup. Customers can add the Backup Seeding option, which may drastically reduce this time. See Service Options above for more information.
- Machines backed up must have an operating system under a current vendor-supported OS.
- Firewall rules or other customer environment configuration may be required to support backup and restore or replication activities.
- Adequate network connection speeds must be available (depends on volume of data to be backed up or replicated).
- The configuration settings of certain outbound ports that must be open in order for transport to take place.
- VMware backups require the VMware environment to be functioning.
- Appropriate disk space must be available on the System drive (usually C: drive).
- An appropriate window of time must be allotted to complete the backup (depends on volume of data to be backed up).
- C Spire Business requires Customer to maintain a suitable standard of equipment that sufficiently supports the normal operation of our backup or replication applications.
- Customer must have sufficient bandwidth to transfer the daily change data within the specified backup window.
- It is Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.
- The customer is responsible for providing C Spire Business up-to-date information on the location of the data to be backed up and the devices on which the backup agent should be installed. C Spire Business should be notified immediately of any changes to the location of data.



- Customer is responsible for ensuring the following client-side configuration requirements are in place:
  - VSS is properly enabled on Microsoft servers.
  - Appropriate disk space is available on the System drive (usually C: drive).
  - Adequate network connection speeds are available.
  - Appropriate window of time allotted to complete the backup (depends on volume of data to be backed up).

## DATA PROTECTION SERVICE LIMITATIONS

The following limitations apply to this Service:

- In unmanaged environments, the Customer is required to maintain the Data Protection software versions as specified by C Spire Business. Failure to comply with this dependency will result in termination of Disaster Recovery replication services until remedied by the Customer.
- C Spire Business reserves the right to discontinue or not to render managed backup services if our ability to perform said work is impaired by the Customer or any third party creating circumstances beyond our control.
- Customer is responsible for Source File Integrity. This includes, but is not limited to:
  - Anti-virus/Anti-malware/Anti-ransomware protection of the source data
  - Updating the Operating System and Applications
  - Establishing appropriate security perimeter for infrastructure
- C Spire Business is not responsible if a backup is performed on a corrupted source.
- Customer must maintain original installation media and licensing for all software in the event reinstallation is required. C Spire Business will not be liable for application data loss or third-party data recovery service costs.
- The Data Protection Service is designed to provide service to server operating systems. C Spire Business reserves the right to refuse delivery of service to equipment deemed outside the target of the product such as, but not limited to, mobile devices, home users, and equipment other than servers.
- Protected devices must have Operating Systems under mainstream support from the Operating System vendor. If the Operating Systems fall outside of mainstream support, C Spire Business reserves the right to terminate any and all data protection services to the device.
- If Server is on network but not within a C Spire Business data center, then Customer will be responsible for supplying suitable environment for Server(s) and providing connectivity from Server(s) to nearest C Spire Business network point. If Customer network gear is not managed by C Spire Business, then Customer will be responsible for ensuring that Server(s) can communicate with the C Spire Business backup platform. If Customer network gear is wholly managed by C Spire Business, then C Spire Business will be responsible for ensuring that Server(s) can communicate with the C Spire Business backup platform.
- During Standard and Planned Maintenance Windows, restore operations and backup operations are not possible.
- Bare-metal restores to new hardware are not included.
- Restore of servers/data into sandbox (isolated) environment for compliance testing, etc. is not included in the Managed Image-based Backup Service. Sandbox isolation for testing is available within the Disaster Recovery Service.

- Continued daily cleanup of storage or troubleshooting of inadequate storage to accommodate backups is not included.
- With unmanaged services, upgrades to local backup software/service are not included, and Customer must maintain version compatibility with C Spire Business's Data Protection service. Failure to maintain version compatibility will result in termination of data protection services to the affected device(s) or environment.

## ADDITIONS TO SERVICE DELIVERY

Upon receipt of the signed Quote, C Spire Business will provision one or more of the following for the Data Protection Service as required:

- C Spire Business install RMM agent depending on the Customer's specific Service configuration.
- C Spire Business can install and configure Backup Agents or replication depending on the Customer's specific Service configuration.
- C Spire Business can define and create backup or replication jobs based on input provided by the Customer, including data selections, job scheduling, job frequency, and backup retention time frames.