



CONTRACT: ON-LINE BACKUP

Client

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CONTACT CLIENT

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SERVICE CONTRACT: ON-LINE BACKUP

GENERAL DESCRIPTION

Between

Keytech, whose headquarters are located at Meanderveld 9 in 1651 Lot, represented by the contact person Erik Steenhouwer in his capacities as General Manager
Hereafter called **the Provider**,

And

XXX, whose headquarters are located at ,
represented by
Hereafter called **the Client**,

The parties have agreed as follows:

CONTRACT OBJECTIVE

The objective of this contract is the provision of computing services by the Provider for the benefit of the Client, supplied by a team of specialists backed by the technical expertise and adequate infrastructure needed for proper performance of the services.

This service includes automatic replication and management by the Provider of the Client's data in a high-security remote infrastructure.

The only prerequisites for the Client are:

- a reliable internet connection
- access, granted to the Provider, to the server containing the data to be saved
- servers concerned in good working condition during backup of data
- a window of time that allows data to be transferred according to the volume of data and the bandwidth

DESCRIPTION OF THE SERVICE

One or more software packages will be installed on the Client's server(s) or NAS device(s) to allow automatic performance of the scheduled backup tasks.

The software used will depend on the type of backup the Client has requested:

- **Replication of virtual servers:** these virtual machines will be mounted on a host in the datacenter and started if needed to assure work continuity by cloud computing if the servers have become unavailable onsite.

- **File Replication:** concerns daily incremental replication of folder trees and databases

The software used will not affect the pricing, which is calculated only on the overall volume of the backups using the price table on page 6.

BACKUP FREQUENCY AND HOURS

Daily backups (virtual machine IMAGES or FILES) are carried out during a window of time defined between the Client and the Provider (generally during the night between 9 p.m. and 6 a.m.). The Client should therefore ensure its servers and that the Internet connection are working properly when the backup is in progress. The Provider will advise the Client by email if the backup fails due to either a failure in the above-mentioned prerequisites or a more general disturbance in the communication networks..

INTELLIGENT TRANSFERS

An initial synchronization of the data to be backed up (specified by the Client) will be carried out when the software is being installed on the Client's server(s) and/or NAS device(s). Once the initial synchronization is complete, the replication script will run every night at the Client's servers and transfer the data blocks that have been modified since the last synchronized version. This mechanism reduces the network traffic to a minimum while allowing ambitious recovery point objectives.

SHELF LIFE

The shelf life is the time during which the data saved are maintained intact and accessible. This contract provides for "x" number of days which means that the data saved on a specific date will be available until "x" days after they were saved.

Important Note: long-term preservation will require more backup moments for a same object, file or folder, which necessitates room for storing the results of the backup (more volume).

MONITORING

Our material monitoring system continuously checks the servers and the Internet connections. If there is a problem or breakdown, we are alerted immediately by email and text message 24 hours a day, 7 days a week.

Our backup monitoring system checks every backup for errors and warnings.

If there is a backup missing, an alarm will be generated and the Service Provider will alert the Client with a description of what caused the problem and how to remedy it.

RESTORATION

In the case of simple file replications, the Client may at any time restore the files it wants from an account that is provided to it.

If the restoration is more complicated and requires reinstalling a database or a virtual machine, the Client could, if it wishes, contact the Service Provider by email heldes@keytech.be requesting an intervention. The Service Provider agrees to plan a technician, at the rate of €85 per hour (+ travel cost of 60 € or 3 Value Points for onsite interventions), within 16 hours of the request.

CONFIDENTIALITY AND DATA OWNERSHIP

The Service Provider undertakes to respect the confidentiality of the replicated data and to secure the target server against any access or theft by a third party.

The Service Provider also undertakes to keep confidential all information of any nature regarding the Client and which it learns during the mission described in this contract. The confidentiality imposed by this article does not apply to information generally available to the public. The obligations under this article shall remain applicable for the entire duration of the contract and shall continue to apply after the end of the contract, regardless of the reason for terminating the contract.

Data that is backed up and stored by the Service Provider for the Client remain the property of the Client.

At the end of the contract, the data will be definitively deleted from the Service Provider's storage space.

PAYMENTS

The initial configuration will be invoiced once and will be payable within 30 days of the end of the month of invoicing.

The price for backup services provided thereafter by the Service Provider depending on the volume selected by the Client will be invoiced on a yearly basis and will be payable within 30 days of the end of the month of invoicing.

If the Client fails to pay the cost of services provided, the Service Provider will not be obligated to provide its services and may, after prior notification, stop backing up the data until the Client has paid the amounts owing in full.

DURATION OF THE CONTRACT

Start date of the contract: dd/mm/yyyy (first replication)
This contract has been concluded for a period of one year.

Either Party may terminate the Contract by giving 30 days' notice starting from the dispatch date of a letter sent by registered post. However, if there is a serious failure on the part of one of the Parties of its obligations, such as defective service of the host or a non-payment of the invoices by the Client within the required time, the other Party may terminate this Contract without prior notice by sending a letter by registered post.

If the situation or structure of one of the Parties changes such that the Party concerned is no longer in a position to honour the obligations it has (including, for example, in the event of bankruptcy, concordat, liquidation, transfer of business funds, etc.), the other Party shall be entitled to cancel the contract without prior notice by sending a registered letter by post.

RATES USING THE TABLE ON PAGE 6 AFTER CALCULATING THE VOLUME REQUIRED ACCORDING TO THE AMOUNT OF DATA TO BACKUP AND THE LENGTH OF TIME FOR DATA STORAGE

PART 1 – INITIAL REPLICATION AND CONFIGURATION OF THE SCRIPT (ONE-TIME COST):

Description	Duration	Cost in € ex. VAT
Initial replication and script implementation	1 day	680.00
TOTAL:		680.00

PART 2 – SUBSCRIPTION AND REPLICATION (MONTHLY COST):

Description	Cost in € ex. VAT
1. Calculated volume =	
TOTAL:	

For agreement KeyTech,

For agreement Client,



CLOUD BACKUP – CALCULATION TABLE

Description	Volume	Cost ex VAT
Basic package €30 per month including 10 GB volume	Up to 10 GB	30.00 €
Supplement per month per Gigabyte between 10 and 50 GB		0.50 € p/GB
Supplement per month per Gigabyte between 50 and 100 GB		0.30 € p/GB
Supplement per month per Gigabyte between 100 and 200 GB		0.20 € p/GB
Supplement per month per Gigabyte between 200 GB and 400 GB		0.10€ p/GB
Supplement per month per Gigabyte between 400 GB and 700 GB		0.05€ p/GB
Supplement per month per Gigabyte above 700 GB		0.04€ p/GB
<p>Calculation example: for a volume of 500 GB</p> <p>First 10 GB = €30 Next 40 GB = 40 x 0.50 = €20 Next 50 GB = 50 x 0.30 = €15 Next 100 GB = 100 x 0.20 = €20 Next 200 GB = 200 x 0.10 = €20 Next 100 GB = 100 x 0.05 = €5</p> <p>Total monthly cost = €110 for 500 GB</p>		