

Tape Backup Service Specific Terms and Conditions

The C&W Tape Backup Service provides You with a managed solution for the changing and storage of tapes containing Your backup data. We do not guarantee the contents of any of the backup tapes as it is Your responsibility to monitor and report failed backups or the backup of incorrect data.

DATA CENTRE SPECIFIC TERMS AND CONDITIONS

These Data Centre Specific Terms and Conditions should be read in conjunction with the Data Centre General Terms and Conditions. Where there is conflict, these Data Centre Specific Terms and Conditions (as applicable) supersede the Data Centre General Terms and Conditions.

1. Definitions and Interpretation

The Data Centre General Terms and Conditions include definitions. These definitions are in addition.

"Hosting Centre" means the site provided by Us to You with connectivity to Our Telecommunication Network used to provide hosting services to You.

"Hosting Solution" means a collection of services provided under the Data Centre General Terms and Conditions and Data Centre Specific Terms and Conditions taken as a single solution provided by Us to You.

"Supported Platform Document" means the document detailing the standard makes, models and configurations of equipment and software versions We are able to support as part of Your Hosting Solution.

"Tape Backup Service" means the Service provided by Us to You under these Data Centre Specific Terms and Conditions to deliver You a managed solution for the charging and storage of tapes containing Your back up data.

2. Provision Of Service

2.1 We will provide You the Tape Backup Service from the Service Delivery Date. The Tape Backup Service includes:

2.1.1 retention of Your backup tapes within Our Hosting Centre where Your servers are located;

2.1.2 incremental backup of daily changes (i.e. only new files or those that have changed will be backed up) as decided and initiated by You and agreed with Us in writing;

2.1.3 full backup on different tape, once per week as separately requested by You and as agreed between You and Us in writing; and

2.1.4 provision of all backed up data as requested by You in writing. You are responsible for initiating all requests for a restore and We are responsible for executing the restore.

2.2 In addition to the standard service offered by Us to You under clause 2.1 above, We can offer You additional service options. These include:

2.2.1 full daily backup which involves a tape change each day;

2.2.2 ad hoc backups, performed at Your request; and

2.2.3 retention of Your tapes off site, at a different site from the Hosting Centre where Your servers are located;

2.3 Each service option set out in 2.2 above and ordered by You incurs an additional charge which is set out in clause 4 below.

2.4 As part of the Tape Backup Service, We will provide You with two restores per calendar year at no charge. Any additional requests for the provision of such restores will be charged as one-of actions or charges under clause 2.2.2.

3. Service Provision Requirements

3.1 In order for Us to provide You the Tape Backup Service, the following requirements apply:

3.1.1 Your tape library must be located in one of Our Hosting Centres;

3.1.2 all backups will begin in accordance with the timeline agreed between You and Us in writing. This is to ensure that a tape is correctly loaded into Your tape library as required by You;

3.1.3 once You have requested a restore, We will need receive all the necessary information prior to carrying out the restore. This will include which tape is to be loaded into which tape drive, the time the restore is to begin and any other information that may be reasonably requested by Us; and

3.1.4 in the case of tapes being stored off site, additional time will be needed for tape retrieval.

3.2 The Tape Backup Service is available for all hardware and software systems listed in the Supported Platform Document. If the hardware and/or software systems that You use do not comply with the Supported Platform Document, then We will not be able to provide You with the Tape Backup Service. Where the Tape Backup Service is included as part of a Hosting Solution it will be specified in the Order form.

4. Charges

The following categories of charges apply to the Cable & Wireless Guernsey Tape Backup Services:

| SERVICE | CATEGORY | CHARGE TYPE |
|--|--|-------------------|
| Installation of the Tape Backup Service | Installation and basic configuration of the Service | Non Recurring |
| Standard Tape Backup Service | Rental for Our provision of service as per paragraphs 2.1.1, 2.1.2, 2.1.3 and 2.1.4 | Monthly Recurring |
| Optional daily tape change | Rental for additional daily tape changes, as per paragraph 2.2.1 | Monthly Recurring |
| Customer requested one off actions or changes | One off charges for ad hoc backups, provision of extra backup tapes, emergency tape collection or changes of configuration, as per paragraph 2.2.2 | Non Recurring |
| Optional storage of tapes on a different site from that where Your equipment is located. | Rental for off site tape storage, as per paragraph 2.2.3 | Monthly Recurring |

The actual charges are shown in Our relevant Managed Services Price List, which is available on request from Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey GY1 3AB, or by calling Business Sales on 01481 700600, or on Our website at <http://www.surecw.com/>

5. General Terms and Conditions

You should refer to the C&W Data Centre General Terms and Conditions for additional clauses under each of the above headings and in particular for the following:

| | |
|------------------------------|----------------------------------|
| Special Provision of Service | Use of Service |
| Connection of Equipment | Deposits and Payments in Advance |
| Domain Name | Charged Domain Name |
| The Network | Common Gateway Interface |
| Intellectual Property Rights | Confidentiality |
| Acceptable Use Policy | Export Control |
| Fault Repair | Term of Service |
| Temporary Service | Interconnection |

| | |
|-----------------------------------|---|
| Payment | Security |
| Default | Cancellation |
| Suspension | Termination |
| Matters Beyond Reasonable Control | Accommodation, Power and Lightning Protection |
| Call Monitoring and Recording | Information and Permissions |
| Access to Premises | Complaints and Arbitration |
| Assignment | Copyright |
| Duration and Entire Agreement | Liability |
| Notice | Use of Information |
| Severability | Variation |
| Waiver | Law |

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