

BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR) AGREEMENT

DELTA OFFICE SOLUTIONS

ABN: 15 171 633 087

BACKGROUND

The Client wishes to engage the Service Provider to provide data backup and disaster recovery services for the purpose of ensuring business continuity in the event of data loss or disaster. The Service Provider agrees to provide such services under the terms and conditions set forth herein.

1. GENERAL TERMS

Incorporation of General Terms

This Agreement is supplementary to the Service Provider's General Terms and Conditions, available at www.deltaoffice.com.au/documents.

In the event of any inconsistency between this Agreement and the General Terms and Conditions, the provisions of this Agreement shall prevail.

Incorporation of Exhibit A

The Client acknowledges and agrees that the use of the Products and Services under this Agreement is also subject to the third-party End-User Terms set out in **Exhibit A** (Datto BCDR End User Terms). These End-User Terms are between the Client (as end user) and the Product Provider. In the event of any inconsistency between this Agreement and the End-User Terms, the provisions of this Agreement shall prevail to the extent of the inconsistency.

Authority

Each Party represents and warrants that the person executing this Agreement on its behalf is duly authorised to do so.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- a) "Client," "You," "Your": The party identified above and its executors, administrators, successors, and permitted assigns.
- b) "Service Provider," "We," "Us," "Our": Delta Office Solutions and its successors and assigns.
- c) "Agreement": This Business Continuity and Disaster Recovery Agreement, including all its terms and any incorporated documents.
- d) "Products": The Data Backup Services and associated offerings provided under this Agreement.
- e) "Service Subscription": A valid, paid subscription plan under which the Client is entitled to access and use the Products and Services described herein.
- f) "Order": The Client's purchase order, subscription order form, or equivalent documentation specifying the Products, pricing, and Committed Service Term.
- g) "Committed Service Term": The minimum subscription period agreed upon at the commencement of the Service Subscription.
- h) "Data": Information backed up from the Client's Computer Systems or Cloud Services, including but not limited to files, folders, emails, and calendar items.
- i) "Computer Systems": Client's devices including, but not limited to, computers, laptops, and servers.
- j) "Cloud Services": Cloud-based services used by the Client, including Microsoft Office 365, Microsoft Azure, and similar services.
- k) "Retention Schedule": The backup frequency, data pruning, and retention periods applicable to a Product as specified in the Client's selected plan.
- l) "Storage Quota": The agreed disk space allocation for the Client's Data Backup Plan.
- m) "Storage Pool": The total amount of pooled cloud storage allocated across multiple licenses under a Product, as applicable.
- n) "Excess Storage": Any storage usage beyond the allocated Storage Pool that incurs additional charges.
- o) "RoundTrip Services": The service feature that facilitates data transfer to and from the cloud via physical media to speed up backups and recoveries.
- p) "Hardware": Physical devices provided or sold by the Service Provider for use with the Services, including but not limited to SIRIS, ALTO, and Datto NAS devices.
- q) "Primary Contact Email Address": The email address nominated by the Client at the commencement of this Agreement or as updated via written notice.

3. TERM AND GOVERNING LAW

- a) Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland.
- b) Severability. Should any provision of this Agreement be held invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.
- c) Assignment. The Service Provider may assign its rights and obligations under this Agreement upon providing the Client with thirty (30) days' notice via the Primary Contact Email Address.
- d) Variation. This Agreement may only be varied in writing, signed by both Parties, and must expressly reference the terms being varied.
- e) Amendments. The Service Provider reserves the right to amend the terms of this Agreement with thirty (30) days' notice to the Client's Primary Contact Email Address.

4. SERVICE SUBSCRIPTION

- a) Subscription Requirement. Access to the Products is contingent upon the Client maintaining a valid and paid Service Subscription. For full payment terms and obligations, refer to Section 11(a) and (b) of this Agreement.
- b) By subscribing to or using the Products under this Agreement, the Client agrees to be bound by the applicable End-User Terms referenced in **Exhibit A (Datto BCDR End User Terms)**, which govern the Client's relationship with the third-party Product Provider. The Client must comply with those terms in addition to the obligations set out in this Agreement.
- c) Retention Schedules. Certain Products include a Retention Schedule that governs backup frequency, data pruning, and retention periods. These schedules vary by Product and may change over time.
- d) Service Term and Renewals. Each Service Subscription includes a defined Committed Service Term, specified on the applicable Order. Unless otherwise stated, subscriptions automatically renew for successive terms of the same length (or 12 months for SIRIS, ALTO, and Datto NAS). To cancel or alter renewal terms, the Client must provide at least 30 days' written notice prior to the term's end. Fees continue to apply until cancellation, even if the service is inactive.
- e) RoundTrip Services. RoundTrip services may be used to speed up data transfer to the cloud. Reverse RoundTrip services are available for an additional fee.
- f) Device Upgrades. Device upgrades may be available by replacing existing hardware with eligible new devices, subject to approval and standard upgrade procedures.

5. SERVICE PROVIDER OBLIGATIONS

- a) Provision of Services. Provide data backup and recovery services in accordance with the specifications and parameters of the Client's selected plan.
- b) Data Encryption. Ensure that all Client Data is encrypted during both transmission and storage using industry-standard encryption protocols.
- c) Storage Quota Management. Allocate to the Client a defined Storage Quota and, where necessary, automatically upgrade such quota to prevent service interruption. Any upgrade shall be subject to applicable fees as outlined in the pricing schedule.
- d) Secure Data Storage. Store all backed-up Client Data in Tier-1 data centres that implement appropriate physical security and environmental protection controls.
- e) Recovery via Physical Media. Upon request, provide recovery of Client Data via physical media, subject to applicable delivery timelines and additional charges as specified in the Agreement.
- f) License Grant for Software Use. Where applicable, grant the Client a non-exclusive, non-transferable license to install and use the software necessary to perform backup and recovery operations, solely for the purposes of accessing and utilizing the Services under this Agreement.

6. CLIENT OBLIGATIONS

- a) Payment of Fees. Pay all fees and charges as invoiced by the Service Provider, in accordance with the terms applicable to the Client's selected plan.
- b) Timely Payment. Ensure that all payments are made by the specified due date. The Service Provider reserves the right to suspend or terminate Services without notice in the event of non-payment. Reinstatement of Services may be subject to additional fees.

- c) Permitted Use. Use the Services solely for the Client's internal business purposes. The Client shall not permit any third party to access or utilize the Services without the prior written consent of the Service Provider.
- d) Notification of Changes. Provide the Service Provider with no less than thirty (30) days' prior written notice of any changes to contact details or material changes in service requirements. Notification shall be made via email to itsupport@deltaoffice.com.au or as otherwise directed by the Service Provider.
- e) Prohibited Use. Refrain from using the Services to store, process, or transmit any content that is unlawful, offensive, harmful, or otherwise in violation of applicable laws and regulations.
- f) Credential Security. Maintain the confidentiality and security of all login credentials associated with the Services and notify the Service Provider promptly upon discovery or suspicion of any unauthorized access or breach.
- g) Client Responsibilities. Assume sole responsibility for the following:
 - i) Selection and identification of data to be backed up;
 - ii) Configuration and scheduling of backup operations;
 - iii) Monitoring and verification of backup completion;
 - iv) Periodic testing of data restoration capabilities; and
 - v) Any third-party costs incurred, including internet service provider fees and data usage charges.
- h) Indemnity. Indemnify and hold harmless the Service Provider and its directors, officers, employees, agents, and affiliates from and against any loss, liability, cost, or expense (including legal fees on a full indemnity basis) arising out of or in connection with the Client's breach of this Agreement.

7. BACKUP RETENTION AND HARDWARE RETURN

- a) Backup Retention. Backups may be stored locally and/or in the cloud depending on the Product. Cloud retention is governed by your selected Retention Schedule and applies only during an active subscription. Local retention is controlled by you and subject to your configuration.
- b) Post-Termination Data Handling. Upon subscription termination, we may permanently delete cloud backups. It is your responsibility to retrieve any required data before the service ends.
- c) Hardware Return. Hardware provided under a no-cost subscription model must be returned within 30 days of the subscription ending. For subscriptions of 12 months or more, renewal options or hardware replacement may be discussed. All data must be removed prior to return. Failure to return hardware will result in a charge equal to the full retail price of equivalent or last-offered hardware.

8. WARRANTY

- a) Warranty Coverage. SIRIS, ALTO, and Datto NAS hardware is covered under a limited warranty against defects in materials and workmanship for the period stated at time of purchase, commencing on the shipment date. Devices must remain under an active, fully paid Service Subscription to qualify for warranty service.
- b) Warranty Remedies. At our discretion, in-warranty hardware will be:
 - i) repaired using new or equivalent refurbished parts;
 - ii) replaced with a new or equivalent device; or
 - iii) credited to your account.
- c) Warranty Exclusions. This warranty excludes damage caused by accident, misuse, improper installation, unauthorized modifications, or unsupported third-party software. You are responsible for all costs arising from these exclusions.
- d) Replacement Device Warranty. Repaired or replacement devices are covered under warranty for the longer of: (i) the remaining original warranty period; or (ii) 60 days from the replacement date.
- e) Returns and RMAs. All warranty returns must follow our standard RMA process, initiated via Technical Support. Service Subscriptions remain active until the end of the month in which the device is received by us. Failure to return replaced devices will result in continued billing until the subscription is formally cancelled.

For further limitations on warranties and liability, see Section 12 (Limitations, Exclusions, and Disclaimers).

9. PRODUCT SPECIFIC TERMS - DATTO ENDPOINT BACKUP

- a) Product Variants and Capabilities. Multiple Datto Endpoint Backup Products exist, each with distinct features. Notably, *Datto Endpoint Backup with Disaster Recovery* includes Cloud Virtualization and

fallback capabilities, while the standard *Datto Endpoint Backup* does not. Refer to official Product Documentation to confirm feature sets prior to purchase.

- b) Pooled Storage and Fair Use. Each license includes a specified amount of Datto Cloud storage, pooled across all licenses (“Storage Pool”). For example, 100 licenses at 250GB each provide a total Storage Pool of 25,000GB.
- c) Excess and Additional Storage. Additional storage beyond the Fair Use Pool must be purchased in advance and cannot be reduced during the current Committed Service Term. If usage exceeds the Storage Pool, “Excess Storage” charges will apply at prevailing rates and be billed monthly in arrears. No Excess Storage charges apply during any month usage falls within the Fair Use allocation.

10. LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

This Section consolidates all disclaimers, limitations, and exclusions of liability related to the Services, including warranty disclaimers and limitations on damages. For avoidance of doubt, these provisions supersede any inconsistent statements elsewhere in this Agreement. This Section incorporates and expands on warranty exclusions described in Section 8(f).

- a) Data Suitability. The Service Provider makes no representation or warranty as to the suitability of all data types for backup using the Services.
- b) Service Availability. While the Service Provider aims to achieve a target uptime of 99.9%, uninterrupted availability of Services is not guaranteed, and the Services may be subject to periodic downtime for maintenance, upgrades, or other reasons.
- c) Security Disclaimer. Although the Service Provider employs commercially reasonable security measures, it does not warrant that the Services will be entirely free from unauthorized access, data loss, corruption, or other security incidents.
- d) Restoration Limitations. The Service Provider does not warrant that complete or successful restoration of all data will always be possible in every instance. The Client acknowledges that following termination of the Service Subscription, cloud backups may be permanently deleted as described in Section 7(b). Consequently, the Service Provider makes no warranty or guarantee regarding the ability to restore data after such termination.
- e) Data Monitoring. The Service Provider does not monitor or access Client Data due to encryption protocols and therefore disclaims any responsibility for the content of such Data.
- f) Limitation of Liability. The Service Provider shall not be liable for any delays in data delivery, transmission errors, system or communication failures, introduction of viruses, or unauthorized access to the Client’s systems or data. Limit on Warranty. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY KASEYA AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

ENTIRE AGREEMENT

This Agreement, including referenced documents and incorporated policies, constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

ACCEPTANCE

By placing an order for the Services, submitting a signed Order Form, or making payment in relation to a Service Subscription, the Client acknowledges that they have read, understood, and agree to be bound by the terms of this Business Continuity and Disaster Recovery Agreement (including **Exhibit A**). This Agreement is deemed accepted and binding on the date the order is received and confirmed by the Service Provider.