



### **Datacare AX (DC-AX) Service Description**

This is a backup & disaster recovery service that CDI Managed Services resells from Axcient ([www.axcient.com](http://www.axcient.com)). The service is intended to provide local backup & disaster recovery as well as off-site replication and recovery services available from the Axcient provided cloud. The result is a complete end-to-end solution for backup, data protection and disaster recovery.

Specifics on the Axcient service can be found here: <http://axcient.com/enduser-documentation/>

### **1. MINIMUM STANDARDS REQUIRED FOR SERVICES.**

- All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- All Physical Servers and their physical components within must be in good working condition and either be under 5 years of age and/or have an active manufacturer support agreement in place.

### **2. DATA AND SECURITY**

- All data transmitted through the Service shall remain the property of the Client.
- All data pertaining to Client processed by or stored in CDI Managed Services' or Axcient's systems shall be kept confidential and shall be and remain the property of Client.
- Promptly after the termination or expiration of this Service and the payment to CDI Managed Services of all sums due and owing, CDI Managed Services will, upon request, return to Client all of Client's information, data, and files as might be deemed necessary in CDI Managed Services' then-standard format and media at the current hourly rates.
  - Any additional fees charged by Axcient will be passed to Client.
- During the Term hereof, CDI Managed Services shall exercise reasonable care for the protection of such data.
- At any time after the date of Service termination or if Client is over 60 days late in payment of invoices, CDI Managed Services may terminate and/or destroy any and all Client data stored on its or Axcient's systems.

### **3. LOANED EQUIPMENT**

- If client elects to receive the physical backup appliance from CDI Managed Services, Client agrees that this equipment utilized by CDI Managed Services in the execution of this service shall remain the property of CDI Managed Services, and must be returned upon request. Client further agrees to cease the use of any technology that remains the property of CDI Managed Services upon termination of this agreement.
- If the equipment is stolen, neglected, damaged or destroyed, Client must pay a replacement fee of \$5,000.00.

### **4. CLIENT PROVIDED EQUIPMENT**

- If Client elects to provide their own local backup server, VM host and/or storage target for this Service, then client agrees to be 100% responsible for these components.
- CDI Managed Services does not provide support for any Client provided hardware unless it is covered by an additional support agreement.
- There may be additional fees charged if Client provides their own equipment.

### **4. SERVICES NOT INCLUDED IN BASE MONTHLY FEE**

Unless otherwise covered by an additional and separate support agreement, the following list of services is not included in the Base Monthly Fee of this Service. Service may be provided by CDI Managed Services under Retainer or billed hourly at \$200/hr

- Setup of any replacement equipment required due to its damage, destruction, negligence, or theft.
- Installation and configuration of Service on Client provided hardware, appliance or storage
- The activation of any server devices in the event of a disaster – either local or remote
- Any and all restore operations – files, folder, systems, etc.
- All restoration or Disaster Recovery services are provided on a best effort basis.

### **5. SERVICES INCLUDED IN BASE MONTHLY FEE**

- If the local backup appliance is provided by CDI Managed Services, CDI will provide parts and labor to replace or repair the equipment in the event of any service affecting damage, failure, limitations or manufacturer imperfections that may arise with the equipment due to normal use.

- Make available all features and functionality of the Axcient, then-current, service as described at: <http://axcient.com/enduser-documentation/>
- Make the Axcient Web-Portal available to Client
- Notification, via Axcient Portal settings, to client of any Axcient backup issues
- Initial setup and configuration of the local backup appliance and off-site retention/schemes as jointly agreed upon with Client

#### **6. SERVICES AVAILABLE VIA RETAINER OR HOURLY**

- Client fully understands that CDI Managed Services offers support agreements, including an unlimited support program for a fixed monthly fee outside of this Service to cover the day to day support of backup and data protection.
- If Client elects not have a separate support Agreement, then Client agrees to pay for any and all time related to the support of this Service via a discounted pre-paid retainer or agrees to be billed hourly at \$200/hr as incurred.

#### **7. CLIENT RESPONSIBILITIES**

- Client will cooperate with CDI Managed Services in good faith and provide information and assistance as may be requested from time to time.
- Client is ultimately responsible for the integrity of the data backups, and as such, is responsible for reviewing daily backup logs and/or reports to ensure backups are completing successfully.
- If Client has chosen not to purchase a support Agreement outside of this Service, then client has full responsibility for remediation of any and all backup failures or problems.
- Client understands that there are many factors that impact data retention and replication settings.
  - CDI Managed Services recommends purchasing a local backup appliance with at least 2x the amount of usable storage as the size of the current backup.
  - Data type and change rates may require even larger amounts of storage in order to accommodate even the lowest retention settings.
- Client understands that it is their sole responsibility to determine retention, backup and replication settings and further agrees to take full responsibility for choosing all of these settings to satisfy their requirements.
  - If a larger unit is required to facilitate these needs, Client agrees to pay any and all additional expenses for the appropriately sized unit.
  - If additional internet bandwidth is required to accomplish the replication needs, Client agrees to pay any and all charges associated with procuring the proper sized data circuit.
- Client understands that the number presented for the failover capacity for the local appliance is only an estimate. Actual results will vary.