

OFFICE 365 & MICROSOFT 365 BACKUP TERMS OF USE

These Office 365 & Microsoft 365 Backup Terms of Use (“Terms of Use” or “Terms”) describe the terms under which Cambridge Support (“we”) provides access to and use of Backup products (referred to in these Terms of Use as the “Product” or “Products”). Capitalised terms not defined elsewhere in these Terms will have the meanings set forth in the last section. If You (“Customer”) do not agree to these Terms of Use, You may not use the Product.

Orders

These Terms of Use are incorporated into each Order for the Product. Unless otherwise specified in an Order or pursuant to Section 2.3, Customer will receive the standard Product features and functionality (such as frequency of automated backups) described in the current Specifications and Policies for the Product, for the number of Users and/or data allotment specified in an Order.

Use of Products

Subject to these Terms of Use and receipt by us of all fees applicable to the Product, we hereby grant a limited, revocable, non-sublicensable, non-exclusive right to access and use the Product during the Subscription Term for the number of Users and /or the applicable data storage allotment set forth in an Order. Customer may use the Product solely for internal business purposes and not for further resale or distribution.

Each Product is licensed, not sold. The Product contains material that is protected by copyright, patent and trade secret law of jurisdictions throughout the world, and by international treaty provisions. Except for the limited rights granted in these Terms of Use, we and our licensors retain all right, title, interest and Intellectual Property Rights in the Product.

We reserve the right at any time to make Enhancements to, replace, modify, discontinue or add to the Products, including revisions to Specifications, functionality, and features such as storage and retention. We will use reasonable commercial efforts to provide You notice of any material changes by email or by updating relevant information in the applicable Online Portal.

Service Credits

If Customer believes it is entitled to a remedy in accordance with this Service Level Agreement, Customer must submit a Credit Request within thirty (30) business days of the end of the calendar month in which the suspected service level non-compliance occurred. Customer recognises that logs are only kept for a limited time and therefore any credit request submitted outside of the provided time-frame cannot be met. The request must specify which service was impacted, and the dates and times of service unavailability.

If service uptime was between 98.0% and 99.0% a 3-day Service Credit can be offered. If service uptime was less than 99.0% a 7-day Service Credit can be offered. Service credits can be granted at most once for any given calendar quarter.

Force Majeure

Under this Agreement, neither Cambridge Support nor the Customer shall be considered liable towards the other Party where the liability arises out of circumstances beyond the control of the relevant Party which could not have been taken into account at signing and could not reasonably have been avoided or surmounted by the relevant Party.

As force majeure is considered the following circumstances: War, civil war, natural disasters or other similar extraordinary event outside of the Party’s reasonable control.

The Party’s obligations will be suspended until the time when the Party is again able to meet its obligations. If the obstacle lasts more than 90 days, the other Party will be able to terminate the Agreement with a 3-month notice in writing if the force majeure circumstances continue to exist by the end of the notice.

Compliance with Laws and regulation

Cambridge Support will comply with all relevant law and regulation applicable to the Service. However, Cambridge Support is not responsible for compliance with laws or regulations that apply to the Customer or to the Customers use of the Service that are not generally applicable to online services or service providers. Cambridge Support cannot and shall not attempt to determine if Customer data may be subject to any additional laws or regulations.

Customer must comply with all applicable laws and regulation surrounding its use of the Service. Customer is responsible for determining if the use of the Service is appropriate for storage and processing of Customer data.

Ownership of Data

Customer Data is used and processed only for the purpose of providing the Service to the Customer. Cambridge Support will not process and derive information from Customer Data for advertising or other commercial purposes.

Customer retains all right, title and interest in and to Customer Data. Cambridge Support acquires no rights in Customer Data other than the rights the Customer grants to Cambridge Support to provide the Service to the Customer.

Retention of data

Retention of data is as described the proposal document signed by the Customer.

Contract Term & Termination Of Contract

Initial contract term is 12 months from the signed order date. As the backup system is automatic, it backs up all available and new accounts in Office 365 & Microsoft 365, the number of backup accounts can fluctuate and the customer will be automatically charged for any automatic uplift in backed up accounts 7 data. The total volume of paid accounts will not go any lower than the initial order volume, this is the minimum order value.

Contract Termination can be made in writing after the initial term by writing to Helpdesk@CambridgeSupport.com. 30 days notice will be required.

Disclosure of data

Cambridge Support will not disclose Customer Data outside of the Cambridge Support organisation except

1. as directed by the Customer
2. as described in these Service Terms
3. as required by law

Notwithstanding the provisions of this Agreement, Cambridge Support is entitled to process the Customer Data without instructions from Customer, if, and to the extent, such processing is prescribed pursuant to European Union and/or member state law. In such an event, Cambridge Support shall, to the extent permitted by law, inform the Customer of such injunction beforehand and, to the extent possible, allow for the Customer to object thereto.

Cambridge Support will process data only as instructed by Customer. Customer agrees that these Service Terms along with the Customers configuration and use of the Service constitute Customers complete and documented instructions to Cambridge Support for processing of Customer Data including personal data.

In an instance where GDPR applies and the Customer is Data Processor and Cambridge Support a Subprocessor, Customer warrants that Customers instructions to Cambridge Support have been authorised by the relevant Data Controller.

Records of Processing Activities

Cambridge Support maintains records of processing activities as per GDPR Article 30(2) and makes these records available to the Customer upon request or directly as part of the Service.

Data Security

Cambridge Support implements and maintains appropriate organisational and technical measures to protect Customer Data.

Customer responsibilities

Customer is solely responsible for determining if the technical and organisational measures around the Service meets the requirements for the Customer and the Customer Data. This includes, but is not limited to the GDPR (where applicable).

Customer agrees and acknowledges that the security practices and policies implemented and maintained by Cambridge Support provide a level of security that is reasonable and adequate taking into account the nature of the Customer Data.

Security Incident Notification

In the event Cambridge Support becomes aware of a breach of security which has lead to accidental or malicious destruction, loss, alteration, or distribution of Customer Data while processed by Cambridge Support, Cambridge Support will

1. notify the Customer without undue delay
2. investigate the incident and provide the Customer with detailed information about the incident
3. take reasonable steps to mitigate the effects and minimise the damage from the incident

Notification of a security incident will be delivered to a registered contact person with the Customer by any means available (including e-mail). Customer is solely responsible for fulfilling any third-party notification obligations, such as GDPR Article 33 or any other applicable law or regulation. Notification by Cambridge Support of a security incident does not in itself constitute an acknowledgment of any wrongdoing, fault or liability by Cambridge Support.

Data Transfer and Location

The Service is provided in several regions; currently EU, USA and Australia. Cambridge Support may add new regions to the offering at any time but will not remove an existing region without negotiating an exit from that region with the individual customers on the region.

The Customer can choose (upon Service provisioning) from which region the Service must be provided. Cambridge Support does not control or limit the geographies from which the Service can be accessed by the Customer and to or from which geographies transfers can be made by the Customer.

Any Cambridge Support personnel engaged in the maintenance, support or processing of Customer Data is instructed and obligated to maintain the confidentiality of Customer Data, including after the termination of the Service.

Data retention and deletion

Cambridge Support will retain all Customer Data for 30 days after the deletion of the account or termination of this agreement. This "deletion retention" will ensure that Customer access to Customer Data can be re-established after any conceivable targeted attack against customer primary data and backup data.

After expiration of the retention period, Cambridge Support will delete all records of Customer Data without undue delay. Any physical media used to store Customer Data is later either overwritten or physically destroyed as part of the internal Cambridge Support storage lifecycle management process. Historical records of Customer Data, as provided by the Service, are immutable as is necessary for the reliable delivery of the Service. It is the Customers responsibility upon accessing historical records, to maintain an inventory of records that may no longer be accessed due to applicable law or regulation, such as GDPR Article 17.

Disputes

The terms of service is subject to British English law and any disputes and disagreements between the Customer and Cambridge Support will be determined by the UK Courts.