

V20240305-V1-00

## Purpose

The MedView Backup service is designed to provide a reliable backup service for critical data; it is supported by MedView staff monitoring your backups to ensure they are up to date.

## Summary

### Customer Obligations

- The Backup Equipment (which includes the software) remains the property of MedView. The Equipment cannot be sold, leased, licensed, disposed of, or in any way altered, changed or enhanced without MedView's prior written approval.
- All software licenses provided under this agreement are provided for use with your business by the nominated maximum number of users detailed in your Quotation. You may not copy, install or distribute the software to any third party without the prior written approval of MedView.
- The Customer will ensure their computer and internet meets the requirements to provide a reliable service.
- The Customer will alert MedView to any potential issues which may affect their backups from operating effectively.
- The Customer will allow access to a computer required by MedView to configure, support and repair their backups, including the installation of remote management tools to manage the Backup Equipment.
- The Customer will pay the Total Monthly Rental Payment as outlined in the quote or risk having their service disabled until full payment is made.

### MedView Obligations

- MedView will monitor the Customer's backups to ensure that they are operating effectively and up to date.
- MedView will contact the Customer within 2 business days if their backups have failed to connect.
- MedView will email a weekly summary report to the Customer outlining details of their backups.
- MedView will advise the Customer of any systematic or technical issues which may contribute to the backups not working properly.
- MedView will not at any time make Customer information or records available to any other party.

### Service Conditions

- MedView requires management and administrative access to the computer to be backed up.
- MedView reserves the right to refuse access to dedicated backup storage for third parties for uses other than the MedView Backup service.

### Life of Agreement

- Either party may terminate this Agreement immediately by notice in writing.
- If the Customer cancels the contract, a pro-rata credit will be paid. If MedView cancels the service any monies paid by the customer will be credited.
- If this backup forms part of a Rental Server Agreement then you are also bound by the conditions of that agreement and the two may not be separated.

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## Detailed Contract Information

### Customer Obligations

- The Customer shall ensure that the configuration of the computer systems that are the subject of the Services shall always be kept and maintained in working order and that they not be altered without prior notice to MedView. MedView shall not be responsible for any degradation of performance; delay or deficiency in the Services that occurs where an alteration has been made without MedView consent; which shall not be unreasonably withheld.
- The Customer shall to the fullest extent permitted by law indemnify MedView against all losses; costs and liability incurred by MedView in the course of providing the services herein or in execution or pursuit of its duties; obligations; rights and privileges under this Agreement, except to the extent caused or contributed to by MedView's negligent, reckless or wilful acts or omissions.
- The Customer shall indemnify MedView; its officers; employees; contractors; suppliers and agents from and against any loss including reasonable legal costs or liability incurred or suffered by those indemnified where such loss or liability was caused by a breach by the Customer of its obligations under this Agreement or any wilful; unlawful or negligent act or omission of the Customer its agents contractors or employees, except to the extent caused or contributed to by MedView's negligent, reckless or wilful acts or omissions.
- The Customer is responsible for notifying MedView of any issues which may result in disruption to Services.
- All software is licensed for one machine only. If additional copies are required; a site license may be purchased from MedView. The Customer may not transfer this software; electronically or otherwise; and may not make any copies of this software.
- The Customer may not assign or grant sub licenses or leases; permit their copy or other copies of this software to be distributed to others; reverse engineer; disassemble; reverse; translate; or in any way derive from this software any source code form.

### MedView Obligations

- The Services shall be provided by MedView to the Customer from the Commencement Date for the Term; and thereafter on a month-by-month basis until terminated.
- MedView will provide software to backup any data from a single computer to the prescribed limit for the period of the agreement.
- MedView will provide upgrades to software available to you for the duration of the agreement.
- MedView shall not be responsible for any degradation of performance or delay or deficiency in the Services caused by factors beyond its reasonable control.
- MedView shall not without the prior written consent of the Customer disclose any of the Customer's confidential information unless legally compelled to do so. MedView shall take every reasonable step to ensure that its officers; employees; contractors; suppliers and agents do likewise. This clause shall survive the termination of this Agreement.
- MedView shall not be liable for any consequential loss or damage suffered or incurred directly or indirectly in respect of goods or services supplied pursuant to this Agreement or through any failure or omission on the part of MedView to comply with its obligations under this Agreement.