

## DISASTER RECOVERY AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**CUSTOMER**  
[address]  
(the "Customer")

**OF THE FIRST PART**

- and -

**SERVICE PROVIDER**  
[address]  
(the "Service Provider")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Customer has computerized a significant amount of business operations, including administration, accounting/bookkeeping, invoicing and client records, and accordingly, Customer desires to ensure that it has access to and use of a back up facility in the event of a Disaster as hereinafter defined;
- B. Service Provider is able to provide the Customer with a backup facility as described herein in the event of a Disaster.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

### **1. Definitions**

1.1 Wherever the same are used herein, the following words and terms shall have the following meanings. Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders, as the context requires:

- (a) "Authorized Personnel" shall mean the personnel of Customer authorized to provide notice to and to otherwise deal with representatives of Service Provider pursuant to this Agreement.
- (b) "Backup Facility" shall mean Service Provider's computer equipment and office space described in Schedule "\_\_\_\_", which shall made available to the Customer in the event that the Customer experiences a Disaster.
- (c) "Computer Facility" shall mean Customer's computer installation located at [Customer's premises address(es)].
- (d) "Commencement Date" shall mean the date of execution of this Agreement.
- (e) "Disaster" shall mean any unplanned interruption or inaccessibility to the Customer's Computer Facility or to another User's computer facility due to a cause beyond the control of the Customer or the other User reasonably projected to last over \_\_\_\_\_ consecutive hours. Any interruption due to system hardware, software or peripheral upgrades, maintenance or peripheral device malfunctions shall not constitute a Disaster.
- (f) "Disaster Notification" shall mean the written notice which the Customer is to provide to Service Provider upon the occurrence of a Disaster requesting access to and use of the Backup Facility.

- (g) "Disaster Notification Fee" means the fee charged to Customer by Service Provider in the event that the Customer experiences a Disaster and requests access to the Backup Facility.
- (h) "Equipment Configuration" shall mean the configuration of Customer's computer equipment as listed on the attached Schedule "\_\_\_", as modified from time to time.
- (i) "Multiple Disaster" shall mean one or more Disasters being experienced by the Customer and other Users, requiring the Customer and such other Users to have access to and use of the Backup Facility for the same or an overlapping period of time.
- (j) "Recovery Operations Manual" shall mean Service Provider's manual of instructions and procedures to be followed with respect to the use of the Backup Facility, as amended from time to time by Service Provider.
- (k) "Subscription Fee" means the fee charged by Service Provider to the Customer entitling the Customer access to and use of the Backup Facility.
- (l) "User(s)" shall mean other customer(s) who have entered into agreements with Service Provider similar to this Agreement.

## **2. Disaster Recovery**

2.1(a) The Customer shall designate \_\_\_\_\_ of its personnel who have been authorized to provide Disaster Notifications to Service Provider, one of whom shall be a senior officer or manager of the Customer. In the event that the Customer suffers a Disaster, one of the Customer's Authorized Personnel shall immediately provide Service Provider with a written Disaster Notification. Service Provider shall not be required to provide the Customer with access to the Backup Facility unless written Disaster Notification has been received by Service Provider, signed by at least one of Customer's Authorized Personnel.

(b) All Disaster Notifications to Service Provider shall be made by the Customer in accordance with the Recovery Operations Manual.

2.2 Upon receipt of a Disaster Notification from one of the Customer's Authorized Personnel, Service Provider shall, subject to the provisions of Section 3 hereof, provide access to and permit use of the Backup Facility within \_\_\_ hours after such receipt.

2.3 Upon having given Service Provider a proper Disaster Notification, the Customer shall, subject to the provisions of paragraph 3.1, be entitled to use of the Backup Facility for \_\_\_ consecutive [days/weeks]. Forthwith after commencement of use of the Backup Facility, the Customer shall undertake to remedy the Disaster at its Computer Facility. After such \_\_\_-[day/week] period, the Customer shall be entitled to extended access to and use of the Backup Facility subject to the availability of the Backup Facility and the payment of the fees for extended access specified in Schedule "\_\_\_" and provided it has made a good faith effort to remedy the Disaster at its Computer Facility. In the event that another User experiences a Disaster during any extended period of use by the Customer, such other User shall be entitled to priority over the Customer with respect to the use of the Backup Facility.

2.4(a) Service Provider shall provide the Customer with one (1) copy of the Recovery Operations Manual promptly after execution of this Agreement and shall provide the Customer with all amendments to the same in a timely manner as such amendments are made. Access to the Backup Facility in the event of a Disaster shall be provided by Service Provider in accordance with the procedures and provisions contained in the Recovery Operations Manual.

**THIS IS A 7-PAGE DOCUMENT.**