

Disaster Recovery as a Service (DRaaS) | Logicalis

1. Location

The Customer acknowledges and agrees that the Service Provider may, subject to Cenitex's prior written approval, use Service Provider personnel and resources in locations worldwide and from third-party Logicalis organisations to support delivery of the services.

2. Intellectual Property

- (a) The Customer acknowledges and agrees that Cenitex will own the Intellectual Property Rights in the following documentary deliverables created by or on behalf of the Service Provider in the course of fulfilling its obligations:
- (i) for any service establishment or onboarding services (if any):
Implementation Plan; Weekly Status Report, Solution Design; technical designs (GovCloud, network or virtual designs); and Treat and Risk Assessment Report; and
 - (ii) for any Managed Services: Service Management and Support Guide; Operations Plan; Operations and Procedures Guide; and Testing/User Acceptance Testing artefacts.
- (b) Intellectual Property Rights in all other Deliverables created by or on behalf of the Service Provider in the course of fulfilling its obligations will be owned by the Service Provider.

3. Definitions

In these terms, "**Service Provider**" means the organisation(s) delivering Disaster Recovery as a Service services to Cenitex, which are then accessed and used by the Customer in accordance with this Proposal.