



ZettaGrid Pty Ltd

Standard Form of Agreement

Service Description (Virtual Data Centre)

Revised 5-Aug-2013

1	THE AGREEMENT	3
1.1	THE PARTIES.....	3
1.2	WHAT IS A SERVICE DESCRIPTION?	3
2	SERVICE DESCRIPTION	3
2.1	WHAT IS A VIRTUAL DATA CENTRE?	3
2.2	CONTRACT TERM.....	3
2.3	BILLING	3
2.4	TRAFFIC AND BANDWIDTH ALLOCATION.....	3
2.5	IP ADDRESSING	3
2.6	PAYMENT	4
2.7	SERVICE LEVEL TARGET	4
2.8	SERVICE LEVEL REBATES	4

1 The Agreement

1.1 The Parties

1.1.1 ZettaGrid Ltd ABN 90 141 800 357 Level 6, 10 William Street, Perth, Western Australia trading as ZettaGrid, (hereinafter referred to as "ZettaGrid", "us", "our") and the Customer (being an entity subscribing to ZettaGrid for cloud services) agree that by accessing ZettaGrid cloud services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The ZettaGrid Service Description defines the details and specific terms and conditions for each ZettaGrid offering. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Website Pricing Schedule or Executed ZettaGrid Proposal

2 Service Description

2.1 What is a Virtual Data Centre?

2.1.1 A virtual data centre (VDC), also referred to as Cloud Data Centre is a method encapsulating virtual computing resources (RAM, CPU, Storage, Network) into a logical pool for ease of management. Each VDC can operate multiple virtual appliances. In this document VDC or Service refers to all appliances encapsulated by this offering.

2.1.2 The VDC service from ZettaGrid provides customers with a self-managed environment with an agreed allocation of CPU cores, RAM, disk space and network traffic, which can be allocated by the customer to one or more virtual servers.

2.2 Contract Term

2.2.1 VDCs have a minimum contract term of 1 month.

2.3 Billing

2.3.1 Your Service will be automatically renewed on an ongoing monthly basis.

2.3.2 The billing frequency may be monthly, quarterly or annual.

2.3.3 All Services are paid in advance. Adjustments (upgrades, downgrades, additions and removals) to your Service are billed monthly in arrears.

2.4 Traffic and Bandwidth Allocation

2.4.1 Your VDC may be allocated a monthly data traffic quota. Both inbound and outbound internet traffic count toward your quota.

2.4.2 ZettaGrid provides no guarantee of latency or available bandwidth from any resources to the Internet or other end points where a non-dedicated link is used.

2.4.3 The firewall/s for the VDC are supplied as a standard component of the VDC. You are responsible for the configuration and maintenance of the firewall/s.

2.4.4 You are responsible for ensuring the VDC is hardened against security vulnerabilities. We may elect to suspend your VDC if we identify that your VDC may be compromised and no action has been taken by you within a reasonable timeframe following notification to rectify the security breach.

We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your VDC. ZettaGrid may cease providing your Service and retains the right to refuse refund on your Service if you are found to have breached our Acceptable Usage Policy.

2.5 IP Addressing

Your service will be allocated one or more IP addresses. These IP addresses remain the property of ZettaGrid at all times and cannot be transferred out of the network. Where you provide your own IP addresses to use with the VDC, these will remain your property.

2.6 **Payment**

Payment for the Service is required in advance. You may choose to pay for the Service monthly, quarterly or yearly.

Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

2.7 **Service Level Target**

99.995%

2.8 **Service Level Rebates**

This service is eligible for service rebates where the Service is unavailable as per the General Terms and Conditions. The following rebates apply for this service:

Service Disruption	Service Rebate
Less than 43 minutes unavailable per calendar month.	No Rebate Available
More than 43 minutes but less than 120 minutes during a calendar month.	20% of the Monthly Service Charge
More than 120 minutes but less than 240 minutes during a calendar month.	30% of the Monthly Service Charge
More than 240 minutes but less than 480 minutes during a calendar month.	50% of the Monthly Service Charge
More than 480 minutes but less than 960 minutes during a calendar month.	70% of the Monthly Service Charge
More than 960 minutes in a calendar month	100% of the Monthly Service Charge

- 2.8.1 SLAs apply to the complete unavailability of the Service due to non-VDC factors. That is, no access to the Service through loss of host power, host failure, storage failure or complete loss of internet connectivity.
- 2.8.2 Any software failures, patches, security vulnerabilities, inconsistencies and incompatibilities which cause system instability on the VDC are not covered under the SLA. ZettaGrid will recommend that you perform a system rebuild should you experience any service issues on your virtual appliances.
- 2.8.3 You are responsible for snapshots, power-up, power-down, backup and restoration/rebuild of virtual appliances.