



**ZettaGrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (ImageArchive)

Revised 5-Aug-2013

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# 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 services offered and specific terms and conditions for each of these Services. 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 ImageArchive?

2.1.1 ZettaGrid ImageArchive is an agent-less, image-based (snapshot) backup service for your virtual appliances. This service allows you to backup your ZettaGrid virtual appliances (VMs) to an offsite location and should something go wrong, restore the VM back to a point of your choosing.

2.1.2 You are able to order this service from the website, choosing which VMs to protect, the backup window and how many backups to maintain. Should you ever need to restore the VM, that functionality is made available through your "My Account" portal.

## 2.2 Image Restorations

2.2.1 ZettaGrid will require You to perform your own Image Restorations via the MyAccount portal. This ensures that You accept full responsibility of restoring the snapshot over your existing virtual appliance.

2.2.2 Where you require ZettaGrid to manually perform restoration on your behalf, we will charge you for this service. You will be required to provide ZettaGrid a written request from an authorised representative in order for ZettaGrid to be able to perform this service.

## 2.3 Data Corruption

2.3.1 ZettaGrid ImageArchive takes an exact copy of your virtual appliance. Where the source of the virtual appliance (server or desktop) backup is corrupted or misconfigured, this will be the snapshot that is restored. You remain solely responsible for snapshotting an appropriate version/configuration of your virtual appliance.

## 2.4 Data Retention Upon Cancellation

2.4.1 Upon cancellation of the service, ImageArchive snapshots will no longer be available.

## 2.5 Contract Term

2.5.1 ImageArchive services have a minimum contract term of 1 month.

## 2.6 Billing

2.6.1 Your service will be automatically renewed on an ongoing monthly basis.

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

2.6.3 All Services are paid in advance. Adjustments (Upgrades, Downgrades, Additions, Removals) to your service are reflected in arrears.

## 2.7 Payment

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

2.8 **Service Level Target**

100%

2.9 **Service Level Rebates**

This service is eligible for service rebates as per the General Terms and Conditions

Where you are unable to restore an ImageArchive snapshot, the following rebates apply for this service:

<b>Service Disruption</b>	<b>Service Rebate</b>
Less than 120 minutes unavailable per calendar month.	No Rebate Available
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