



**ZettaGrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (Virtual Server)

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 a Virtual Private Server?

2.1.1 A virtual private server (VPS), also referred to as Virtual Dedicated Server, Virtual Machine, VM and Cloud Server is a method of partitioning a physical computer into multiple computers such that each has the appearance and capabilities of running on its own dedicated machine. Each virtual computer can run its own full-fledged operating system, and each server can be independently rebooted. (Credit Wikipedia).

2.1.2 The Virtual Server Service from ZettaGrid provides customers with a self managed operating system with an agreed allocation of CPU cores, RAM, disk space and network traffic.

## 2.2 Traffic and Bandwidth Allocation

2.2.1 Each Service plan may be allocated a monthly data traffic quota. Both inbound and outbound internet traffic count toward your quota.

ZettaGrid provides no guarantee of latency or available bandwidth to any resources on the internet where a non-dedicated link is used.

## 2.3 Firewall and Logical Security

2.3.1 The basic VPS Service does not include separate firewall protection. Where you elect not to utilise our firewall option you will be responsible for providing your own firewall security.

2.3.2 You will be responsible for ensuring all virtual servers are hardened against security vulnerabilities. We may elect to suspend your service if we identify that your Service may be compromised and no action has been taken by you within a reasonable timeframe to rectify the security breach.

2.3.3 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your virtual servers. 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.

## 2.4 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.

## 2.5 Payment

Payment for the Service is required in advance. You may choose to pay for the Service in monthly, quarterly or yearly. Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

## 2.6 Service Level Target

99.99%

## 2.7 Contract Term

2.7.1 VPS services have a minimum contract term of 1 month. At the completion of the contract term, your service will be automatically renewed on an ongoing basis, the term of which is determined by your chosen billing frequency. The billing frequency may be monthly, quarterly or annual.

## 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 VPS service. That is, no access through loss of host power, host failure, storage failure or internet connectivity.

2.8.2 Any software failures, patches, security vulnerabilities, inconsistencies and incompatibilities which cause system instability on the customer virtual server 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 Snapshots, power-up, power-down, backup, restoration/rebuild of virtual appliances are the responsibility of the customer.