



Zettagrid Pty Ltd

Standard Form of Agreement

Service Description (Cloud Connect)

Revised 24-Nov-2014

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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 (SFOA). The SFOA comprises:

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

2 Service Description

2.1 What is Cloud Connect?

- 2.1.1 Zettagrid Cloud Connect is a Veeam compatible offsite storage location for the retention of Veeam backup files.
- 2.1.2 You must already have a compatible and licenced version of Veeam on your premises in order to use Cloud Connect. Zettagrid does not provide support for Veeam on a customer premises.
- 2.1.3 You will be allocated two quotas for use of the Service.
- 1) Number of Virtual Machines to backup.
 - 2) Total disk (in GB) for the storage of your virtual machines in Zettagrid.
- 2.1.4 The quotas are allocated per Service and are limited by Availability Zone. For example, you have a Cloud Connect Service in Melbourne with 2000GB quota. To use Cloud Connect in Sydney you will require a separate Service.

2.2 Security

- 2.2.1 You will be responsible for ensuring your access keys and passwords are secured. 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.
- 2.2.3 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on account. 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.

2.3 **Data Retention Upon Cancellation**

2.3.1 Upon cancellation of the service, Cloud Connect data will be deleted and will no longer available.

2.4 **Contract Term**

2.4.1 Cloud Connect services have a minimum contract term of 1 month.

2.5 **Billing**

2.5.1 Your service will be automatically renewed on an ongoing monthly basis. The billing frequency may be monthly, quarterly or annual.

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

2.6 **Payment**

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

2.7 **Service Level Target**

100%

2.8 **Service Level Rebates**

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

Service Disruption	Service Rebate
Less than 120 minutes unavailable per calendar month.	No Rebate Available
More than 120 minutes but less than 240 minutes during a calendar month.	20% of the Monthly Service Charge
More than 240 minutes but less than 480 minutes during a calendar month.	40% of the Monthly Service Charge
More than 480 minutes but less than 960 minutes during a calendar month.	60% of the Monthly Service Charge
More than 960 minutes but less than 1440 minutes during a calendar month.	80% of the Monthly Service Charge
More than 1440 minutes in a calendar month	100% of the Monthly Service Charge