



**Zetagrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (SecondSite V2)

Revised 5-Jan-2017

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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. Where we reference "you" this may also refer to your IT contractor or outsourcer.

## 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 SecondSite V2?

2.1.1 Zettagrid SecondSite V2 is an infrastructure solution that focuses on solving the problems of creating and maintaining a Recovery Site and managing Data Synchronization. SecondSite forms part of your disaster recovery and business continuity plan. SecondSite enables you to keep part or all of your virtual environment synchronised in Zettagrid and allows real time failover and failback of an environment with low recovery point objectives (RPO).

2.1.2 SecondSite offers a fixed low price per VM charge and a fixed per test charge.

2.1.3 SecondSite requires a virtual appliance to be installed within your environment with access to the hypervisor. This appliance allows the capture of IO as it is being written to disk and replicates it to the Zettagrid Disaster Recovery (DR) site without any loss of performance in the production site.

2.1.4 Please note that SecondSite V2 service has different terms and conditions than the original SecondSite (V1) service. Please refer to a separate Service Description for SecondSite V1.

## 2.2 Disaster Events

2.2.1 When a disaster occurs you can failover to Zettagrid. Please ensure that your DR plan has taken into account your organisation's possible DR scenarios. In many scenarios where your primary (office) site has been lost you will need to consider how your Zettagrid SecondSite environment can be utilised by your organisation. Communications and firewall change processes may need to be developed in your DR plan to allow access into Zettagrid.

2.2.2 To trigger the failover to Zettagrid this can be triggered from the internet by accessing your SecondSite portal which will remain live regardless of the accessibility of your primary site.

2.2.3 When a DR event occurs you will be charged for the full resource usage during the event (minimum of 30 days) in addition to the monthly Per VM SecondSite fee.

## 2.3 Failover and Failback Tests

2.3.1 SecondSite provides you with the facility to test your infrastructure recovery plans entirely in an isolated environment. We recommend you take advantage of this feature and regularly test your plan.

2.3.2 Zettagrid will require you to perform your own SecondSite failover and failback testing via the supplied application.

2.3.3 You can perform testing can occur at any time however there is a charge of \$1000 (ex gst) per 24 hour period.

## 2.4 Application Upgrades

2.4.1 The software on the SecondSite appliance which resides at your location is upgraded every three to six months. The process for the application upgrade will be demonstrated during your on-boarding activities. You will be

required to perform this upgrade at your cost. The upgrade process is unobtrusive to production and takes on average 30 minutes.

2.4.2 Zettagrid will provide 30 days' notice for the implementation of an upgrade in our environment.

2.4.3 You will be required to maintain the software version of the appliance in your environment within two (2) dot releases of the Zettagrid version for your continued SecondSite operation.

## 2.5 Responsibilities

SecondSite is not designed to replace a full DR plan. You are expected to develop and provide your own DR plan. Zettagrid will utilise this plan to scope the implementation of SecondSite.

We recommend that the SecondSite solution is implemented and maintained by trained technical staff. Where you do not have technical staff Zettagrid can recommend a certified IT integrator to manage this on your behalf. The table below describes the basic lines of responsibility.

Activity	Responsible Party
Provide DR Plan	You
Test Failover / Failback	You
Monitor RPOs/RTOs	You
Supply DR Environment	Zettagrid
Implement DR Failover	You
Application Upgrades	You

Please note that SecondSite does not include the provision for Zettagrid to assist with test failover/failback.

## 2.6 Data Corruption

2.6.1 Zettagrid SecondSite takes an exact copy of your virtual machine. Where the source of the virtual machine (server or desktop) copy is corrupted or misconfigured, this will be the virtual machine that is restored. You remain solely responsible for the appropriate version and configuration of your virtual machine/s.

## 2.7 Data Retention Upon Cancellation

2.7.1 Upon cancellation of the service, the SecondSite virtual environment will no longer be available. The data will be destroyed within 30 days.

## 2.8 Contract Term

2.8.1 SecondSite services have a minimum contract term of 1 month.

## 2.9 Billing

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

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

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

## 2.10 Payment

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

## 2.11 Service Level Target

99.9%

## 2.12 Service Level Rebates

We provide no guarantees of availability of this service however this service is eligible for service rebates as per the General Terms and Conditions

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

These rebates apply to SecondSite services only. For example, Ethernet services have separate service levels.