



**Zettagrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (Conexim Atlassian Hosting)

Revised 10-May-2018

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# 1 The Agreement

## 1.1 The Parties

1.1.1 Zettagrid Ltd ABN 90 141 800 357 Level 1, 140 William Street, Perth, Western Australia trading as Zettagrid, Conexim, Apiix or Simtex (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 an Conexim Hosted Atlassian Appliance ("Appliance")?

2.1.1 An Appliance is a preconfigured virtual server which installs an instance of JIRA, JIRA Service Desk or Confluence.

2.1.2 An Appliance is delivered with a preconfigured set of virtual resources (CPU, RAM and Storage). Additional resources can be purchased to accommodate differing requirements.

## 2.2 Support

2.2.1 Zettagrid will provide infrastructure support. This support is limited to ensuring:

- The service provisions correctly to enable the customer to configure the service.
- The service platform operates, and the appliance instance is accessible to the customer.
- The Conexim website and its functions are available and working as designed.
- The development and implementation of major version upgrade scripts.
- That backups complete successfully (for customers who have purchased the feature).
- Restoration of an Appliance from backup upon the request of a customer.
- Billing is undertaken in a correct manner.

2.2.2 Support for "Application" queries is not included in the service. This includes but is not limited to the following scenarios:

- Plugin Installation
- Application Customisation
- Application Monitoring
- Application Development
- Application Patching

If this kind of support is required, Zettagrid can put you in contact with an Integration Partner.

## 2.3 Backup and Restoration

Zettagrid recommends that you use a backup to back up the image or configuration of your appliance. Zettagrid are unable to restore configuration of your Appliance if your image if it is lost and you do not use our backup service.

Where your Appliance is corrupted, and you do not have a backup Zettagrid will recommend the redeployment of the base Appliance Image as a replacement. This new Appliance will need to be configured by yourself.

## 2.4 Software Versioning

We classify versioning as:

*major.minor[.build[.revision]]*

In the scenario of a software version being 7.1.2.

- 7 being the major version
- 7.1 being the minor release
- 7.1.2.being a minor bugfix

## 2.5 Appliance Upgrades and Patching

2.5.1 Zettagrid will make new major versions of (i.e. v6 to v7.0) and minor releases (i.e. v7.0 to v7.1) Appliance Images available on our platform. You will be solely responsible for electing to implement these new images by the use of our upgrade scripts in the Conexim portal.

2.5.2 Conexim does not guarantee the compatibility of the upgrade paths. Specifically, we cannot guarantee that all historical Applications versions will be able to upgrade directly to the latest version. You may be able to step to each minor release in order to get to the latest version.

2.5.3 If the upgrade script or Atlassian upgrade does not perform correctly you have the option of restoring from a purchased backup. You may request temporary SSH access to the underlying server to troubleshoot upgrade issues.

2.5.4 We recommend that you stay within 5 minor releases of the latest available.

2.5.5 Patching for minor bugfixes versions of your Appliance (i.e. v5.1.1 to 5.1.2) is not currently supported.

## 2.6 Grandfathered Appliances

Over time we may “grandfather” Appliances, meaning they will no longer be available for new deployments. You will be able to continue to use the Appliance but will not be able to redeploy this version of the software. We will provide 90 days’ notice if we elect to “grandfather” an Appliance.

## 2.7 Security

2.7.1 Zettagrid will provide a security hardened underlying virtual machine operating system to you at the time of provisioning of the Appliance. Upon completion of the provisioning process you will be responsible for ensuring security patching of the underlying virtual machine.

We will provide you with the mechanism to provide automated security patching on a regular schedule. Automated patching will result in a reboot of the appliance. Reboots as a result of security patching are excluded from any service level monitoring.

2.7.2 We may elect to suspend your Appliance if we identify that your Appliance may be compromised and no action has been taken by you within a reasonable timeframe to rectify the security breach.

2.7.3 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 Appliance and retains the right to refuse refund on your service if you are found to have breached our Acceptable Usage Policy.

## 2.8 IP Addressing

Your Appliance may 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.

## 2.9 Payment

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

## 2.10 Service Level Target

99.99%

## 2.11 Contract Term

2.11.1 Appliances have a minimum contract term of 1 month. Some Appliances have different contract terms. 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.

## 2.12 Service Level Rebates

This Appliance is eligible for service rebates where the Appliance 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

2.12.1 SLAs apply to the complete unavailability of the Appliance. That is, no access through loss of host power, host failure, storage failure or internet connectivity.

2.12.2 Any software failures, patches, security vulnerabilities, inconsistencies and incompatibilities which cause system instability on the customer Appliance are not covered under the SLA. ZettaGrid will recommend that you perform a system rebuild should you experience any service issues with your Appliance.