



**ZettaGrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (Veeam Replication)

Revised 11-Nov-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, (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 form 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 Veeam Replication?

- 2.1.1 Zettagrid Veeam Cloud Connect Replication (Veeam Replication) is an image-based replication services which can form part of your disaster recovery and business continuity plan.
- 2.1.2 Zettagrids' Veeam Replication service offers a fixed monthly price per VM charge and a charge for compute and resource storage when VMs are turned on in Zettagrid.
- 2.1.3 Zettagrids' Veeam Replication service requires Veeam Backup and Replication software to be to be installed within your local environment. This software is not included are part of the service fees.

### 2.2 Responsibilities

Veeam Replication is not designed to replace a full DR plan. You are expected to develop and provide your own DR plan.

We recommend that the Veeam Replication 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 Veeam Replication does not include the provision for Zettagrid to assist with test failover/failback.

### 2.3 Data Corruption

2.3.1 Veeam Backup and Replication takes a snapshot of your virtual machine and copies it to the Zettagrid environment. 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.

### 2.4 Data Retention Upon Cancellation

2.4.1 Upon cancellation of the service, the Veeam Replication environment will no longer be available. The data will be destroyed within 30 days.

### 2.5 Contract Term

2.5.1 Veeam Replication 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, and removals) to your service are billed in arrears.

### 2.7 Payment

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

### 2.8 Service Level Target

99.9%

### 2.9 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
Less than 43 minutes unavailable per calendar month.	No Rebate Available
More than 43 minutes but less than 360 minutes during a calendar month.	10% of the Monthly Service Charge
More than 360 minutes but less than 960 minutes during a calendar month.	25% of the Monthly Service Charge
More than 960 in a calendar month.	50% of the Monthly Service Charge

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