



**Zetagrid Pty Ltd**

# **Standard Form of Agreement**

Service Description (Appliances)

Revised 06-Nov-2020

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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 Appliance?

2.1.1 An Appliance is a preconfigured virtual server which is and delivered using a virtual image from a specific software vendor and is designed to perform a specific function. An example of an appliance is a CRM, WIKI, firewall, load balancer.

2.1.2 An appliance is delivered with a preconfigured set of virtual resources (CPU, RAM and Storage).

2.1.3 One or more appliances can be purchased and can be operated in a virtual data centre or operated as a standalone virtual server.

## 2.2 Support

Zettagrid expects that the customer or integration partner will have experience and/or certification to support the Appliance purchased from Zettagrid.

## 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 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 Appliance Patching and Upgrades

You will be responsible for the patching of your Appliance. In most cases you will be able to obtain the patch from the software vendors website. In cases where you are unable to obtain the patch from the software vendors website please contact us and we may be able to assist you.

Zettagrid may make new Appliance Images available on (i.e. v5 to v6) on our platform. You will be solely responsible for electing to implement these new images. In some cases we may provide automatic upgrade scripts.

## 2.5 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.

## 2.6 Security

- 2.6.1 You will be responsible for ensuring the Appliance is hardened against security vulnerabilities. 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.
- 2.6.2 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.

## 2.7 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.

## 2.8 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.

## 2.9 Service Level Target (Including Maintenance Windows)

99.99%

## 2.10 Contract Term

- 2.10.1 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.

## 2.11 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 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

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 Snapshots, power-up, power-down, backup, restoration/rebuild of the Appliance is the responsibility of the customer.