Standard Form of Agreement

Service Description (SecondSite & SecondSite Interzone)

Revised 15-Nov-2022

1   The Agreement

1.1   The Parties

1.1.1   Zettagrid 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?

2.1.1   Zettagrid SecondSite is an infrastructure solution that provides real time replication between your on-premise

virtualised environment and Zettagrid. SecondSite forms part of your disaster recovery and business continuity plan and 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   A SecondSite license is $99 (inc GST) per TB, per month. The storage allocated per license is required for both the replica VM and journal retention. (1 license = 1 TB for 1 VM used storage + journals)

2.1.3   Additional storage can be purchased in 1TB blocks per replica VM for $99/TB to accommodate larger VMs or longer journal retention.

2.1.4   Storage and licensing cannot be pooled amongst replica VMs.

2.1.5   Further changes are applicable if SecondSite Interzone or professional services are required.

2.1.6   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.

2.2   SecondSite Interzone

2.2.1   SecondSite Interzone provides the facility for customers already within Zettagrid to replicate their VDC to another Zettagrid Zone (i.e. Sydney to Melbourne). SecondSite Interzone attracts and additional fee on-top of the basic SecondSite. Normal VDC usage charges apply to any resources (CPU, RAM, Storage) in active use.

2.2.2   Each Interzone subscription will receive a up to 100Mbit of bandwidth capacity between zones. Your RPO's and RTO's need to be assessed based upon this link speed.

2.3   Journal Retention

2.3.1   Journals allow customers to restore their protected VMs to any point during the specified Journal retention period. The more Journals you retain, the more granular restore points you will have available in the case of a DR event.

2.3.2   Customers can elect to store more Journals by changing the "Service Profile" via the Zerto console for the corresponding Virtual Protection Group (VPG).

2.3.3   Each SecondSite license includes 1TB of storage for the VM and any Journals. Additional storage can be purchased to accommodate more VM and/or Journal storage. Your storage use is audited weekly and is automatically upgraded to match your actual use (in 1TB increments) if you have not purchased sufficient storage for your VMs and Journals. Please note if you downgrade to a lower retention period your previous journals that fall outside the new retention window will be deleted.

2.4   RPO Alerting

When selecting a "Service Profile" customers can select how frequently they are alerted by email to RPO breaches. There is no additional charge to be alerted if you set a lower threshold.

2.5   Disaster Events

2.5.1   When a disaster occurs, you can failover to Zettagrid. Please ensure that your DR plan has considered 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.

2.5.2   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.

2.5.3   When you failover your replicated environment to Zettagrid, you will be charged for the full resource usage (CPU, RAM, Storage) for the full duration of the failover in addition to the monthly Per VM SecondSite fee.

2.5.4   Unless you purchase professional services, Zettagrid responsibilities during a Live Failover are limited to powering up VMs in a Zettagrid VDC and assisting you to connect your VM/VDC to the correct network. Network and other configuration is a chargeable professional service.

2.6   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*

* Zettagrid can provide Zettagrid Professional Services to deliver these activities as a chargeable managed service or on an ad-hoc basis.

2.7 Onboarding

Our free onboarding services are limited to establishing the first successful VM replication for your SecondSite subscription. Any additional onboarding services will be charged at $150/hr ex gst.

2.8 Bandwidth Sizing Tool

Wide Area Network bandwidth can often be a limiting factor when performing replication. Zettagrid can only provide support for customers who have run the Zerto WAN Sizing Tool. This tool identifies what bandwidth is required to successfully replicate your VMs into Zettagrid. If your bandwidth is insufficient, Zettagrid will not be able to support your SecondSite configuration. This tool is available on https://support.zettagrid.com.

2.9 Test Failover and Failback Tests

2.9.1 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.

2.9.2 Each SecondSite service will be allocated 24 hours of free failover testing every 90 days commencing from the completion of your first successful replication. Free testing does not roll over to the next period if unused. Additional failover testing is charged on an actual consumption basis for RAM and CPU at normal VDC rates.

2.9.3 By initiating a Test Failover from either the MyAccount or ZVM, SecondSite creates a "temporary" Virtual Data Centre, so you can Test your VMs in this isolated environment according to your DR plans. When testing is complete your "temporary" VDC is removed.

2.9.4 After a Test Failover SecondSite provides the recovery time (time taken from initiating the TEST failover to presentation of your VM in the temporary VDC); enabling you to establish if you can meet your Recovery Time Objective (RTO) established in your BC and DR plans.

2.9.5 A TEST Failover may affect the performance of your SecondSite replication of VMs.

2.9.6 Zettagrid reserves the right to halt a Test Failover test should you:

a) Exceed the agreed frequency or duration;

b) Misuse the service

2.9.7 Unless you purchase professional services, Zettagrid responsibilities during a Test Failover are limited to powering up VMs in a Zettagrid VDC and assisting you to connect your VM/VDC to the correct network. Network and other configuration is a chargeable professional service.

2.10 Application Upgrades

2.10.1 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.

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

2.10.3 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.

2.11 Data Corruption

2.11.1 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.

2.12 **Data Retention Upon Journal Changes**

2.12.1 Changing your Journal Retention period to a lower value (for example from 7 days to 3 days) will instantly remove the journal data in excess of the chosen retention period.

2.13 **Data Retention Upon Cancellation**

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

2.14 **Contract Term**

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

2.15 **Billing**

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

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

2.15.3 All Services are paid in advance with the exception of retention which is charged and paid in arrears. Adjustments (upgrades, downgrades, additions, and removals) to your service are billed in arrears.

2.16 **Payment**

Payment for the Service is required in advance and / or arrears as per the product or feature terms. You may choose to pay for any advance payment Service monthly, quarterly or yearly.

2.17 **Service Level Target (Excluding Maintenance Windows)**

99.99%

2.18 **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 SecondSite services only. For example, Ethernet services have separate service levels.