



General Terms and Conditions of Service

ICT Solutions

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Introduction

This document sets out the base terms and conditions that govern ICT solutions provided to you by us.

Special Meaning

The following words have the following special meanings:

DirectNET means DirectNET Pty Ltd, its affiliated companies and/or its trading names.

Us, We, The Company means DirectNET Pty Ltd, its affiliated companies and/or its trading names.

Spam means unsolicited commercial email.

URL means the uniform resource locator.

User means a person or mailbox on behalf of which email is being scanned by the relevant protection service.

Virus means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable event and which is designed so that it may infect other computer systems.

Client Software means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

Device means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

Server Software means software that provides services or functionality on a computer acting as a server.

Managed Facilities

1 ABOUT THIS PART

The Managed Facilities section includes conditions in relation to products and services that we implement and manage on your behalf as well as our facilities.

2 CO-LOCATION

- 2.1 The Co-location product provides equipment hosting at a Data Centre in a secure managed environment. We will connect your equipment to our public or private network in accordance with your product selection under Network Services of the Cloud Services section.
- 2.2 You must take the Co-location product for the service schedule term set out in your application form or separate agreement with us. At the end of your Service Schedule Term, the rates set out in the Responsibilities Guide will apply until such time as you enter into a new service schedule term or cancel your Co-location service.
- 2.3 In order to be eligible for the Co-location product, you are required to have a minimum number of services, to be determined by us. These services are set out in your application form or other agreement with us. We may cancel your Co-location product if you cancel any of the products, services or features specified in your application form or other agreement with us.
- 2.4 The Data Centre in Eight Mile Plains meets AS4851 certification.
- 2.5 The Co-location product will provide power supply to a maximum of 0.5kVa for each 1/3 of a cabinet and 1.5kVa for each full cabinet, subject to availability. You may request additional power and if we agree to that request, we will provide our written consent and may require you to pay an additional service charge.
- 2.6 Should your equipment use more than the maximum power supply specified, we will automatically charge you for your excess usage at the rate set out in the Responsibilities Guide.
- 2.7 Notwithstanding any excess usage charges, we may cancel your service if you do not comply with the maximum power supply obligations.

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- 2.8 You must ensure that the size and weight of your equipment does not exceed the maximum size and weight that we specify to you (unless we consent to a different size and weight in which case, you must pay an additional charge and ensure that the size and weight of your equipment does not exceed the agreed maximum size and weight).
- 2.9 The Co-location product will provide appropriate automatic fire detection and prevention systems.
- 2.10 You can connect your telecommunications service between your equipment and the data termination service (for example a PSTN line) at the cabinets that we agree with you.
- 2.11 We will provide you with access to two power boards for the connection of your equipment. We recommend that you source equipment with a redundant power supply and connect your equipment to the two power boards so it is more likely that your power supply will be uninterrupted.
- 2.12 You can specify up to 3 personnel to be your authorised persons who will be granted access to the Data Centre, unless we agree otherwise. You must confirm to us the status of your authorised persons every three months.
- 2.13 If you are issued with an electronic access card, we will charge you a fee for each electronic access card you require per authorised person. The fee for each electronic access card will be set out in your application form or other agreement with us. You are responsible for controlling the use of the access cards assigned to you. Electronic access cards are only available at selected Data Centres.
- 2.14 You must comply with our reasonable directions when accessing our Data Centre including, where we require, having our on-site or security staff escort your authorised persons whilst on our premises.
- 2.15 Before being provided entry access into a Data Centre, we may require your authorised persons to:
- (a) identify themselves to us;
 - (b) present a photo identification card acceptable to us;
 - (c) be appraised of and follow our fire evacuation, occupational health and safety and other site procedures, standards and regulations that are applicable to the Data Centre (for example, by completing an induction course with us).
- 2.16 You must notify us if you intend to take any containers, equipment or other material into a Data Centre. You may not take such containers, equipment or other material into the Data Centre until one of our security guards has carried out an inspection.
- 2.17 You must ensure that your authorised persons do not take anything into a Data Centre that we think is dangerous, unsuitable, or likely to interfere with other equipment or another person's access to the data centre. These items include (but are not limited to):
- (a) explosives and weapons;
 - (b) radioactive material;
 - (c) alcohol or illegal drugs;
 - (d) cameras and recording devices;
 - (e) food and drink;
 - (f) tobacco products; and
 - (g) any other objectionable material.
- 2.18 You must give us at least 24 hours notice prior to your personnel accessing the Data Centre.
- 2.19 Access to Data Centres should generally be within the following authorised times:
- | Site | Authorised Times |
|-------------------|---------------------|
| Eight Mile Plains | 24x7x365 |
| Brisbane CBD | 24x7x365 |
| Sydney CBD | By appointment only |
- 2.20 If an authorised person requires access to our Data Centre outside of Business Hours, we will make reasonable efforts to provide access to that authorised person. We may charge you an additional charge for after Business Hours access. You must schedule the access via our service desk and provide us with the following information:
- (a) company name;
 - (b) account ID;
 - (c) password;
 - (d) names of authorised persons;
 - (e) date, time and expected duration of intended visit;
 - (f) whether you need logical or physical access to the data centre;
 - (g) any other special requirements; and
 - (h) any other information we reasonably ask for.

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- 2.21 When accessing the data centre, your authorised personnel must:
- (a) not touch, interfere with or connect anything to any items of equipment (other than your equipment or where any relevant equipment for connection has been approved in advance);
 - (b) not harass any person;
 - (c) not engage or assist in any unlawful activity;
 - (d) comply with our reasonable directions;
 - (e) keep clean and tidy all areas in which you have performed work; and
 - (f) not perform any electrical or data cabling work external to the assigned rack(s) or below the floor. All work of this nature may only be performed by us.
- 2.22 When leaving one of our Data Centre, you must ensure that your authorised persons:
- (a) log their time of departure;
 - (b) log any equipment removed;
 - (c) allow any bags, boxes and materials taken out of a data centre to be inspected;
 - (d) allow our staff to escort them out of the data centre and out of the building; and
 - (e) remove all rubbish, packaging materials and manuals from the rack(s) and Data Centre.
- 2.23 We reserve our right to refuse any person access to one of our Data Centres at any time, including for security reasons or to maintain the service we provide to you and our other customers.
- 2.24 You are responsible for the installation of your equipment in the cabinet space that we agree with you including installing your equipment.
- 2.25 You must ensure that your equipment is stored within the cabinets that are allocated to you.
- 2.26 We will monitor your Co-location power consumption for the purpose of determining the charges you have incurred for your service.
- 2.27 We may request you to move your equipment to an alternative cabinet space. If you do not move your equipment to the alternative cabinet space on our request, we may do so on your behalf and charge you for this.
- 2.28 You must obtain our approval before you connect any of your equipment to a power outlet, a network or telecommunications service connection point, any of our equipment or any other equipment. We may revoke this approval where we consider this necessary. If we have not approved connection of your equipment, or if we have revoked our approval for any connection, we may:
- (a) disconnect that equipment; or
 - (b) ask you to immediately and safely remove the connection.

3 INFRASTRUCTURE HOSTING

- 3.1 Infrastructure Hosting product allows you to outsource the management of specific equipment to us.
- 3.2 You must maintain an around-the-clock, 24x7x365 service and support contract(s) for the duration of our agreement to cover any equipment you provide as part of this service.
- 3.3 We will conduct software upgrades or implement patches to the software and operating system as those upgrades or patches become available to us. We may charge you for an upgrade or patch where our third party supplier charges us (for example, we will charge you for major new releases of the software if our supplier charges us for this).
- 3.4 We will only support selected operating systems as specified in your application form or other agreement with us.
- 3.5 We will install and operate appropriate software to monitor the operational status of the supported equipment.
- 3.6 We are not responsible for the back-up of your data unless you receive a separate back-up service from us.
- 3.7 It is your responsibility to perform the user administration for your applications and databases. We will create and administer user accounts at the operating system level.
- 3.8 You must ensure that your data and applications are compatible with the operating system software (and other such parameters) applicable to our service platform as we advise you from time to time.

Network Service

1 ABOUT THIS PART

With the global increase of information availability, Internet connectivity has become a mission-critical business tool that can struggle as regional technology races to catch up. This section outlines the terms and conditions in provisioning an Internet or Network service.

2 PUBLIC NETWORK

2.1 The Public Network product provides network services required for interoperation with the products set out in Infrastructure as a Service and Managed Facilities, and includes the data services outlined in this "Public Network" section.

Internet

2.2 The Internet service provides you with internet access over the public network.

Domain Name Registration

- 2.3 We offer a domain name registration service. If you ask us to register or renew a domain name on your behalf as part of your service (and we agree to do this for you), these terms apply to you.
- 2.4 The Domain Name Registration service includes us registering a domain name on your behalf and assisting you with communicating with the relevant registrar of the domain name, where necessary. You acknowledge that we can only register a domain name on your behalf if that domain name is available for use.
- 2.5 If you request us to register a .com, .net, .org, .biz, or .info domain name ("TLDs" or "Top Level Domains") on your behalf, the General Registrar Policy is incorporated into this agreement.
- 2.6 If you request that we register a .au domain name on your behalf, the policies applicable to .au Domain Name Licences located at <http://www.tppinternet.com.au/terms-conditions/gtld-domain-names.php>, as amended from time to time and the .au 2LD Domain Name Eligibility and Allocation Policy Rules issued located at <http://www.auda.org.au/policies/auda-2005-01/>, as amended from time to time are incorporated into this agreement.
- 2.7 You acknowledge that additional policies relating to your domain name may come into effect from time to time and you agree to comply with such additional policies.
- 2.8 If there is a dispute regarding the registration or use of your TLD, you agree to:
- (a) submit to and be bound by Uniform Domain Name Dispute Resolution Policy located at <http://www.icann.org/udrp/udrp.htm> as amended from time to time; and
 - (b) be subject to arbitration, suspension or cancellation by any ICANN procedure, or by any registry administrator procedure approved by ICANN policy, relating to:
 - (i) the correction of mistakes by us or the registry administrator in registering the domain name; or
 - (ii) the resolution of disputes concerning the domain name.
- 2.9 In the event of a dispute in registering a .au Domain, or a dispute about a .au Domain after registration, you will submit to and be bound by the .au Dispute Resolution Policy (auDRP) located at <http://www.auda.org.au/policies/auda-2002-22/>, as amended from time to time.
- 2.10 You must pay any registration or delegation charges to us in advance. We cannot register a domain name for you unless you pay for it in advance.
- 2.11 You authorise and direct us to nominate us as the authorised billing contact for your domain name.
- 2.12 We are not liable for any loss or damage resulting from the non-renewal of your domain name if you fail to provide us with consent to renew the domain name registration or you delay in providing us with such consent.
- 2.13 You indemnify us against all claims arising out of the registration, use or renewal of your domain name, unless and to the extent that the claim arises out of our breach of this agreement, or our negligent act or omission.

SMTP Mail Relay

2.14 The SMTP Mail Relay service for the Public Network product provides you with a dedicated mail relay for use with any mail servers that you operate on our service platform.

3 PRIVATE NETWORK

- 3.1 The Public Network product provides network services required for interoperation with the products provided under Infrastructure as a Service and Managed Facilities, and includes the data services outlined in this “Private Network” section.

SMTP Mail Relay

- 3.2 The SMTP Mail Relay service for the Private Network product provides you with a dedicated mail relay for use with any mail servers that you operate on our service platform.

4 SECURITY SERVICES

- 4.1 The following table sets out the availability of the Security services you can apply for in connection with your Public Network product or Private Network product in this Network Services. The availability of a service will depend on whether you select a Dedicated Hosting or Utility Hosting product under Infrastructure as a Service.

SSL/IPSEC VPN

- 4.28 This service provides SSL/IPSEC VPN access over the Public Network which is designed to provide you with functionality to assist you in accessing your network.
- 4.29 You may select from the following SSL/IPSEC VPN configurations for use with your Dedicated Hosting products provided under Part E (Infrastructure as a Service):
- (a) dedicated VPN; or
 - (b) virtual VPN.
- 4.30 If you have a Utility Hosting service, your SSL/IPSEC VPN will be configured as a virtual VPN.
- 4.31 We do not promise that the SSL/IPSEC VPN service will prevent or detect all unauthorised access to your network.

SSL Offloading

- 4.32 This service provides secure sockets layer (SSL) offloading for your Public Network product.

Vulnerability Discovery

- 4.33 The Vulnerability Discovery service provides vulnerability assessments and includes proactive scanning of your network from within to identify and prioritise potential weak points, risk areas and security exposures. As part of your Vulnerability Discovery service we will provide a Vulnerability Discovery report which will set out:
- (a) the date of the Vulnerability Discovery scan;
 - (b) the scope of the Vulnerability Discovery scan;
 - (c) an inventory of hosts, operating systems and applications;
 - (d) a list of vulnerable hosts;
 - (e) the types of vulnerability detected; and
 - (f) an explanation of the risk for vulnerabilities detected.

Vendor Terms and Conditions

1 ABOUT THIS PART

Any solutions requires the use of products and services from different industry vendors. As such, the provision of our services is bound by the Vendors terms and conditions for each component of the overall solution.

2 TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

- 2.1 This document concerns your use of Microsoft software, which includes computer software provided to you by Us as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually and collectively “software products”). We does not own the software products and the use thereof is subject to certain rights and limitations of which We needs to inform you. Your right to use the software products is subject to your agreement with Us, and to your understanding of, compliance with and consent to the following terms and conditions, which We does not have authority to vary, alter or amend.

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Ownership of Software Products

- 2.2 The software products are licensed to us from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the software products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the software products) are owned by Microsoft or its suppliers. The software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the software products does not transfer any ownership of the software products or any intellectual property rights to you.

Use of Client Software

- 2.3 You may use the Client Software installed on your devices by Us only in accordance with the instructions, and only in connection with the services, provided to you by us. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during your use of the Client Software

Use of Redistribution Software

- 2.4 In connection with the services provided to you by us, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). You may not use, modify, copy, and/or distribute any redistribution software unless you expressly agree to and comply with certain additional terms contained in the services provider use rights ("spur") applicable to Us, which terms must be provided to you by Us. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by us.

Copies

- 2.5 You may not make any copies of the software products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Us; and (b) you may make copies of certain Redistribution Software in accordance with clause 2.4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with us, upon notice from us or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the software products.

Limitations on Reverse Engineering, De-compilation and Disassembly

- 2.6 You may not reverse engineer, decompile, or disassemble the software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

No Rental

- 2.7 You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

Termination

- 2.8 Without prejudice to any other rights, we may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

No Warranties, Liabilities or Remedies by Microsoft

- 2.9 Any warranties, liability for damages and remedies, if any, are provided solely by us and not by Microsoft or its affiliates, subsidiaries or suppliers.

Product Support

- 2.10 Any product support for the SOFTWARE PRODUCTS is provided to you by us and is not provided by Microsoft or its affiliates, subsidiaries or suppliers.

Not Fault Tolerant

- 2.11 The SOFTWARE PRODUCTS may contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the software products could lead to death, personal injury, or severe physical, property or environmental damage.

Export Restrictions

- 2.12 The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

Liability for Breach

- 2.13 In addition to any liability you may have to us, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

3 TERMS AND CONDITIONS REGARDING USE OF OTHER

- 3.1 Depending on the products and services you apply for under the services section, we may provide you with software from other vendors; such as Red Hat Inc, Oracle & VMWare Inc. You acknowledge that the software is made available and your use of the software may be subject to additional terms and conditions.

Infrastructure as a Service (IaaS)

1 ABOUT THIS PART

Infrastructure as a Service opens up the reach, coverage and performance of enterprise communication networks and makes it available to your organisation on demand. This sections outlines the conditions of providing physical and virtual infrastructure for your use.

2 GENERAL

- 2.1 As part of your product selection under this Part Infrastructure as a Service of the Cloud Services section, we do not monitor or manage any of your other services, including any of your other services provided under the Cloud Services section.
- 2.2 Your options for configuring your Dedicated Hosting or Utility Hosting product are set out in your application form or other agreement with us.
- 2.3 You are responsible for ensuring that you comply with the licence terms of any software (such as application software or operating system) which you install or use in connection with your Dedicated Hosting or Utility Hosting product.
- 2.4 You will be given a high degree of control over your Operating System configuration and management. If you configure and manage your Operating System in such a manner that causes disruption to your service and/or deletion of any of your data, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems.

3 UTILITY HOSTING

- 3.1 The Utility Hosting product provides you with an allocation of virtualised infrastructure resources that are located in our managed data centres and delivered as a service with offerings outlined in this section.
- 3.2 You may apply for one or more of the following Utility Hosting offerings:
- (a) COMPUTE;
 - (i) Virtual Server
 - (b) BACKUP & RECOVERY
 - (i) Backup

4 DEDICATED HOSTING

- 4.1 The Dedicated Hosting product provides you with dedicated and virtualised infrastructure resources that are located in our managed data centres and delivered as a service with offerings outlined in this section.
- 4.2 You may apply for one or more of the following Dedicated Hosting offerings:
- (a) COMPUTE;
 - (i) Self Managed Virtual Server
 - (ii) Managed Virtual Server
 - (iii) Managed Physical Server
 - (b) BACKUP & RECOVERY;
 - (i) Backup
 - (c) SECURITY.
 - (i) Dedicated Gateway
- 4.3 If you cancel your Dedicated Hosting product before the end of the term of service set out in your application form or other agreement with us or we cancel your service as a result of your breach, we may charge you an early termination charge as set out in your application form or other agreement with us.

5 COMPUTE

- 5.1 This service provides you with dedicated and virtualised infrastructure resources that are located in our managed data centres and delivered as a service.
- 5.2 You may apply for one or more of the following compute offerings:
- (a) Virtual Server;
 - (b) Self Managed Virtual Server;
 - (c) Managed Virtual Server;
 - (d) Managed Physical Server.
- 5.3 We do not provide you with physical access to the server infrastructure.

Operating Systems

- 5.4 The Operating Systems service includes a choice of pre-packaged operating systems for use with your virtual or physical server(s).
- 5.5 If you have an existing licence to use one of the pre-packaged operating systems which are set out in your application form or other agreement with us, you may use your existing operating system licence provided that you comply with the vendor software licensing terms and your operating system meets any compatibility requirements specified by us from time to time.
- 5.6 Where you provide your own operating system licence you are responsible for obtaining and maintaining an appropriate licence to use the operating system you provide on our service platform.

Storage

- 5.7 The Storage service provides you with access to storage capacity on our service platform that can be used by you for various purposes including to store your data and applications.
- 5.8 Your Storage service includes:
- (a) a data repository which may be partitioned into virtual disks for storing application, Operating System and file system data (you may request that we create additional disk partitions and we may charge you a fee); and
 - (b) levels of redundancy within our storage platform.
- 5.9 As part of the process for provisioning your Storage feature, you may have existing data which you wish to migrate onto our storage platform. Should you require assistance in the migration of your data, we will consult with you and provide advice and technical assistance on the migration of your data for an additional charge.
- 5.10 Partitions you create on your data partition are subject to the maximum and minimum partition sizes set out in the User Guide.
- 5.11 Once a disk has been created in your storage repository the storage capacity of the virtual disk cannot be decreased.
- 5.12 If you wish to decrease the storage capacity of a disk, you will need to create another disk which meets your revised storage capacity requirements and then transfer the contents of the original disk to the new disk.

- 5.13 You are responsible for ensuring that all disks provided under the Storage service have sufficient free storage capacity in accordance with the system requirements for the relevant operating system you have selected.

Backup

- 5.14 The Backup service provides you with a facility to backup and restore your data on servers located in our managed data centres in the event of data corruption or failure.
- 5.15 The type and amount of data that will be backed up and the duration for frequency at which it is kept will depend on your chosen configuration.
- 5.16 We will retain daily copies of file data and operating system data within the data repositories accessed by the servers and configured for backup for the retention periods set out in your application form or other agreement with us.
- 5.17 We will not retain your backups if you have terminated your service with us.
- 5.18 The Backup service backs up your operating system data and file data that is not otherwise being accessed at the time of the backup, in accordance with your application form or other agreement with us.
- 5.19 We may not be able to provide you with the Backup service if you make certain changes to your equipment or software. For this reason, we need you to tell us when you make changes that could affect the Backup service so that we can let you know whether your service is likely to be compromised. We cannot guarantee that backups created by the Backup service will be corruption or error free or capable of being restored.
- 5.20 Our Backup service will create backup copies of the application data provided you have requested us to install the software plug-in for the application you wish to be backed up. If you do not request the installation of the appropriate software plug-in, the Backup service will create a data file backup of your application; however your Backup service will not create an application level backup of your application data.
- 5.21 If you require the Backup service to backup your structured application or database data, you are responsible for backing up such data in accordance with any instructions we set out in any relevant User Guides we provide.
- 5.22 In the event that a backup restoration is required, we will provide you with the backup files that you specify. You are responsible for the recovery of individual files from those backup files.
- 5.23 Our Backup service is designed for data sources where the average daily change rate in a week of backups per server is five percent or lower. If you applied for your Backup service on and from 8 April 2013 and your average daily change rate in a week is greater than five percent you may elect to pay an additional fee (which we will notify you of) or cancel your Backup service.

Anti-Virus

- 5.24 The Anti-Virus service provides a software based anti-virus capability. Terms applicable to this service are set out in the Security section below.
- 5.25 This service is not available on the Virtual Server and Self Managed Virtual Server offerings.

Intrusion Prevention

- 5.26 The Intrusion Prevention service provides end-point software based intrusion detection capability.
- 5.27 You must provide us with seven business days notice before you undertake vulnerability or penetration testing of your network.
- 5.28 This service is not available on the Virtual Server and Self Managed Virtual Server offerings.

Disaster Recovery

- 5.29 The Disaster Recovery service provides you with recovery of your hosting services in the event of a disaster in accordance with agreed service levels.
- 5.30 For the purposes of this service, a disaster means the occurrence of any one or more of the following events:
- (a) loss of one or more business critical systems (you must nominate which business systems are critical prior to activation of your service); or
 - (b) loss of service or unplanned outage.
- A disaster does not include:
- (c) a planned outage; or
 - (d) planned upgrades or works, to your hosting or network services.
- 5.31 If a disaster occurs and once you have confirmed activation of your disaster recovery plan, we will aim to recover your services within the Recovery Time Objective up to the Recovery Point Objective (as defined in the service levels section of Part A (General) of the Cloud Services section).

- 5.32 For the purposes of this service, 'recovery' means:
- (a) restoration of your critical business services;
 - (b) a full recovery with all systems at full capacity; or
 - (c) a partial recovery with only core systems and limited functionality.
- Recovery and restoration will be as defined in your disaster recovery plan or business continuity plan ('disaster recovery documentation').
- 5.33 The Disaster Recovery service does not include us providing you with disaster recovery documentation. We may be able to provide you with assistance in preparing your disaster recovery documentation for an additional fee.
- 5.34 You are responsible for ensuring that your disaster recovery documentation and policies are kept up to date. You must provide us with scripts, policies and all relevant information for us to provide the service.

VIRTUAL SERVER

- 5.35 The Virtual server offering includes a choice of virtual server configurations to run on our virtualised and multi-tenanted computing infrastructure platform. You may select from various configuration options in accordance with your agreement with us.
- 5.36 We do not provide a facility for you to use accessories or peripheral devices with your server infrastructure. (such as USB attachments or licence key dongles).
- 5.37 Prior to our execution of some service requests (including changes to your CPU and RAM configurations and restoration of storage snapshots) we may request that you power down the relevant virtual server(s). We may be unable to address your service request until you have disabled the relevant virtual server(s).
- 5.38 You need to nominate a system administrator to manage your servers and user access to the management console. You may request that we activate additional users or change existing user access privileges to the console.
- 5.39 If your service includes a VPN service, you will be responsible for loading and configuring any VPN software on your equipment.

Operating Systems

- 5.40 Our service platform does not support customer supplied operating systems for use with the Operating System under the Virtual Server offering and you must select one of our pre-packaged operating systems in accordance with your agreement with us.
- 5.41 If you are not receiving the management service, you are responsible for configuring and monitoring your Operating System and ensuring that your Operating System is up to date by installing updates when the operating system software notifies you that an update is available.

Storage

- 5.42 Your Storage service includes a facility which enables you to create a single snapshot copy of your data which is stored within our data centre for 24 hours, including your virtual server configuration data and data stored in RAM and on your virtual disks. We retain snapshots within our data centre for 24 hours unless overwritten by another or deleted by you.
- 5.43 The snapshot facility is provided for the purposes of reinstating a point in time snapshot of your server's configuration and data in the event of a service failure and we do not provide the snapshot to you for backup or archival purposes.

MANAGED PHYSICAL SERVER

- 5.44 This service provides dedicated infrastructure which is reserved for your use.
- 5.45 You may select from various base dedicated infrastructure configuration options in accordance with your application form or other agreement with us.
- 5.46 We do not provide you with physical access to the server infrastructure.
- 5.57 We do not provide a facility for you to use accessories or peripheral devices with your server infrastructure. (such as USB attachments or licence key dongles).
- 5.48 Prior to our execution of some service requests (including changes to your CPU and RAM configurations and restoration of backup snapshots) we may request that you power down the relevant virtual or physical server(s). We may be unable to address your service request until you have disabled the relevant virtual or physical server(s).

- 5.49 Your server management service includes:
- (a) monitoring and management of the infrastructure allocated to you;
 - (b) 24/7 support; and
 - (c) patch management with respect to the Operating System, Anti-Virus and Intrusion Protection services.
- This service is not available on any Self Managed offerings.
- 5.50 You need to nominate a system administrator to manage your customer portal account. You may request that we activate additional user accounts or change existing user accounts and access privileges for use with the online portal for an additional charge.
- 5.51 If your service includes a VPN service, you will be responsible for loading and configuring any VPN software on your equipment.

MANAGED VIRTUAL SERVER

- 5.52 This service provides you with a managed virtual server environment on your physical server infrastructure.
- 5.53 You may request that we create or reduce virtual servers on your behalf, subject to an additional charge.
- 5.54 You may request that we create or reduce the capacity of a virtual disk on your behalf, subject to an additional charge.
- 5.55 Your allocation of CPU and RAM resources to virtual servers may not exceed the total resource capacity purchased by you for your server infrastructure in accordance with your application form or other agreement with us.
- 5.56 You must notify us before you cause one of your virtual servers to restart or reboot or make any changes to the configuration of any applications running on your servers.

SELF MANAGED VIRTUAL SERVER

- 5.57 This service provides you with a self managed virtual server environment on your physical server infrastructure. You will have access to a hypervisor management toolset that provides limited access for the purposes of creating and managing your virtual servers.
- 5.58 You may use the hypervisor management toolset to create and configure virtual servers to which you may allocate CPU and RAM resources.
- 5.59 You may use the hypervisor management toolset to create and configure virtual disks.
- 5.60 Your allocation of CPU and RAM resources to virtual servers may not exceed the total resource capacity purchased by you for your server infrastructure in accordance with your application form or other agreement with us.
- 5.61 In the event of an impact to your service through your use of the hypervisor management toolset, we will attempt to help you reinstate your service or recover your data but do not guarantee that we will be able to fully restore your service or data.
- 5.62 You are responsible for sourcing, installing and configuring all end-point security software which you wish to install on your virtual servers (including anti-virus and intrusion prevention software).
- 5.63 The hypervisor management toolset is a sophisticated tool and you are responsible for obtaining adequate training and certification in the use of the hypervisor management toolset we provide.

6 BACKUP & RECOVERY

- 6.1 This service provides you with a facility to backup and restore your data on servers located on your premises in the event of data corruption or failure.
- 6.2 The type and amount of data that will be backed up and the duration for which it is kept up will depend on your chosen configuration.
- 6.3 We will retain daily copies of file data and operating system data within the data repositories accessed by the servers and configured for backup for the retention periods set out in your application form or other agreement with us.
- 6.4 We will not retain your backups if you have terminated your service with us.
- 6.5 Backup of servers on your premises:
- (a) can only be provisioned over a private network managed by us; and
 - (b) is subject to you installing a software agent on your servers.
- 6.6 The Backup service backs up your operating system data and file data that is not otherwise being accessed at the time of the backup, in accordance with your application form or other agreement with us.

- 6.7 We may not be able to provide you with the Backup service if you make certain changes to your equipment or software. For this reason, we need you to tell us when you make changes that could affect the Backup service so that we can let you know whether your service is likely to be compromised. As our Backup service takes a copy of your data, which may or may not be error free at the time of backup, we cannot guarantee that backups created by the Backup service will be corruption or error free
- 6.8 Our Backup service will create backup copies of the application data provided you have installed the software plug-in for the application you wish to be backed up. Details of how to install the plug-in can be found in the User Guide. If you do not install the appropriate software plug-in, the Backup service will create a data file backup of your application; however your Backup service will not create an application level backup of your application data. .
- 6.9 Our Backup service will create backup copies of the application data which you have exported to a virtual disk. If you do not export the application data to a virtual disk, the Backup service will create a point in time backup of your application (which will include your application data); however your Backup service will not create a data file backup of your application data.
- 6.10 If you require the Backup service to backup your structured application or database data, you are responsible for backing up such data in accordance with any instructions we set out in any relevant User Guides we provide.
- 6.11 In the event that a backup restoration is required, we will provide you with the backup files that you specify. You are responsible for the recovery of individual files from those backup files.
- 6.12 Our Backup service is designed for data sources where the average daily change rate in a week of backups per server is five percent or lower.

7 SECURITY

- 7.1 This service provides you with a secure hosted internet gateway located in our managed data centres.
- 7.2 You may apply for one or more of the following security offerings:
- (a) Dedicated Gateway.
- 7.3 You may apply for one or more of the following security services:
- (a) Firewall;
 - (b) Internet Protection Services;
 - (c) Denial of Service Protection (DoSP);
 - (d) Intrusion Protection.
- The applicable terms and conditions are set out in Network Service section.
- 7.4 The above security services are currently only available with a Dedicated Hosting product.

8 DATA IMPORT AND DATA EXPORT

General

- 8.1 The Data Import and Data Export service enables you to transfer your data to and from your chosen Dedicated Hosting or Utility Hosting or Backup products via a physical storage device ("Device").
- 8.2 The Data Import and Data Export services will usually be performed during business hours. An additional charge may apply if you request Data Import or Data Export services outside business hours.
- 8.3 You must comply with the instructions we provide to you in connection with the transfer of your data.
- 8.4 If we supply you with a Device and you have not returned the Device to us within one month of receipt, we may charge you for the replacement cost of the Device (as set out in your application form or separate agreement with us).

Data Import

- 8.5 Upon application, we will provide you with a Device for you to transfer your data onto and return to us.
- 8.6 Following receipt of the Device, we will notify you once we have connected the Device to your chosen service and you can then transfer the data to the appropriate server(s).

Data Export

- 8.7 You will provide us with a Device for us to transfer your data onto and return to you. The Device must be blank and sufficient to hold the quantity of data you require transferred. Alternatively we can supply a Device, the charges for which are set out in your application form or separate agreement with us.



- 8.8 Following receipt of the Device, we will connect the Device to your chosen service and we will then copy the data from the appropriate server(s) to the Device.
- 8.9 Once we have copied the data from the server(s) to the Device, we will notify you that the Device is ready for collection. Alternatively, upon request, we will return the Device to you via our nominated courier.
- 8.10 We will retain the data on your server(s) until such time as you either:
- (a) cancel your Cloud Services product; or
 - (b) request that we delete the data,
- following which we will securely delete the data. Please note that the charges for your Cloud Services product will continue to apply until such time as the Cloud Services product is cancelled.

Liability

- 8.11 Unless you supply your own Device, we retain title to the Device at all times. Risk of loss or damage to the Device and any data stored on it is with you whilst in transit. You may wish to insure the Device and data whilst in transit. If the Device is lost, stolen or damaged, we may charge you for a replacement Device (unless you have supplied your own Device).
- 8.12 You are responsible for protecting your data on the Device. We strongly recommend that you encrypt your data in accordance with the instructions we provide with the Device.
- 8.13 We are not responsible for any loss, theft or damage to the Device or your data other than as a direct consequence of our negligence.
- 8.14 You are responsible for ensuring that you comply with all applicable laws and have all necessary rights to provide the data to us for transfer onto your server(s). You acknowledge we may need to reproduce the data to transfer it between the Device and your server(s).

Service Durations & Accounts

1 ABOUT THIS PART

The Service Durations & Accounts section defines the conditions for providing services for a flexible or specific period and the client obligations to ensure their account is kept in good standing in regards to payments.

2 GENERAL

- 2.1 Your products and services will be provided for a period of time for a fee defined or agreed to by us.
- 2.2 At the expiry of this period, the service will continue to be provisioned and billed on a month-to-month basis.
- 2.1 An early termination fee will be payable if the service is disconnected within the contract term and are calculated as follows: Monthly Service Fee multiplied by the number of months remaining in contract.

3 PAYMENT TERMS

- 3.1 Services are invoiced 1 month in advance at the beginning of the calendar month.
- 3.2 Payment is due with 14 days of invoice date via direct-deposit, cheque or authorised credit card.
- 3.3 Client access may be suspended if payment has not been received by the due date.
- 3.4 Invoices paid outside the due date may attract processing fees to be applied to the following invoice generated.
- 3.5 If three (3) consecutive invoices are paid outside of the due dates, special payment conditions on the account, such as bond or mandatory direct debit on due date, may be imposed on the account holder.