

Service Terms – Telarus Cloud Connect

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Introduction

These Service Terms are for the supply of Telarus Cloud Connect network services between the Telarus network and Customers premises located within Australia and or New Zealand. Further it defines the metrics under which the product is supplied, operated and support services are offered.

This service schedule will apply to the first and any subsequent Service Order of Telarus Cloud Connect services.

Definitions

General

- **“Customer”** means a natural person or registered commercial entity that has entered into a commercial relationship with Telarus for the purpose of procuring services as identified upon a Service Order.
- **“Customer Specific Terms”** means an agreement between Telarus and customer specifying terms, conditions, metrics or deliverables over and above or in addition to those specified within the SFOA, SLA or Service Terms.
- **“Telarus Cloud Connect”** means a service provided by Telarus utilizing Veeam Cloud Connect functionality where customers may, using their own on premise Veeam infrastructure, send backup data to backup storage repositories hosted by Telarus
- **“Primary Backup Copy”** a locally stored backup repository within the customer premise which hosts primary backup images accessible directly by the customer within their own Local Area Network. Customers must configure and maintain Primary Backup Copies of Virtual Machines on premise.
- **“Secondary Backup Copy”** an offsite backup image of customer premise Virtual Machines hosted by Telarus within our secure data centre environment. The Telarus Veeam Repository server hosts secondary backup images accessible by the customer through the Veeam Backup Console connected to the hosted environment over the public Internet
- **“Cloud Gateway”** a Telarus hosted internet facing server located in a DMZ responsible for the encapsulation of all the backup traffic inside the SSL tunnel between customer premises and the Telarus hosted solution. Customers point their on premise Veeam server to the Telarus Cloud Gateway which forwards backup data to the Cloud Repository
- **“Cloud Repository”** means a Telarus managed, shared but logically separated, multi tenanted storage resource to which customer Secondary Backup Copies are forwarded by the customer
- **“VEEAM Repository Server”** means the Veeam backup storage resource hosted within the customer premise, managed by the customer, and to which the Primary Backup Copy must be forwarded and stored
- **“SSL Session”** means a Secure Socket Layer (SSL) protocol which manages server and client authentication as well as encryption of data communications between the source and destination
- **“Portable Media”** means a USB 2.0 or 3.0 enabled storage device upon which customers may provide seed data for Virtual Machine backup data

- **“Backup Schedule”** means the once off or recurring backup tasks configured by the customer upon their on premise Veeam Backup and Replication infrastructure which forwards backup data to the Telarus Cloud Connect solution
- **“Backup Retention”** means how many Virtual Machine Secondary Backup Copies a customer elects to keep as part of their Backup Retention Policy. This may be affected by available bandwidth and Cloud Repository storage resources
- **“Third Party Internet Service”** an IPv4 network service which connects the customer premises to the Public Internet by means of a Service Provider other than Telarus, and for which Telarus offer no support.
- **“Service Order”** means a form approved by Telarus, made by the customer for the provision of Services by Telarus.
- **“Ready For Service (RFS)”** means the calendar date at which service identified upon the Service Order is completed and available for use.
- **“Estimated Ready For Service (eRFS)”** means the estimated calendar date upon which a service will become Ready For Service.
- **“Minimum Term”** means the number of elapsed calendar months after the Ready For Service date, identified upon the Service Order and for which a customer commits to procure the service.
- **“Service Cancellation Date”** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **“Telarus Cloud Connect Order Withdrawal”** means a service order withdrawn by the customer greater than three business days prior to the eRFS date.
- **“Telarus Cloud Connect Late Order Withdrawal”** means a service order withdrawn by the customer less than 3 business days prior to the eRFS date and no greater than 3 business days prior to the estimated eRFS date.
- **“Customer Nominated Contact”** means email and telephone contact details of an authorised customer representative, supplied to Telarus for the purpose of formal communication.
- **“Resource”** or **“Service Resource”** means a unique billing element identified within the Telarus Cloud Connect product description.
- **“Fee for Service”** means a charge by a wholesale carrier and passed on in a transparent manner to the Customer for cabling, construction and civil works within a customer’s property, necessary for the delivery of the Service.
- **“Effort”** means technical, logistic or administrative activities performed by Telarus, its partners, suppliers and vendors.
- **“Service Issue”** means a service resource is not performing as expected however is not deemed to be unavailable.
- **“Unavailable”** or **“Unavailability”** means that the service is unreachable by the customers due to reasons which are within the demarcation of Telarus’ responsibility
- **“Service Request”** means a request for assistance, submitted by the customer through a Telarus service channel.
- **“Demarcation”** means the point at which responsibility for effort transfers between Telarus and its customer.
- **“Response Time”** means the elapsed time between a customer making contact through a Telarus service channel and the contact being both acknowledged and reciprocated.

- **“Restoration Target”** means the targeted elapsed time following the prescribed response time during which Telarus will provide effort for the purpose of returning a service resource to defined operating parameters.

Technical Support

- **“Business Hours”** means Telarus will provide effort between the hours of 8:00am and 5:00pm, Melbourne Local time, Monday through Friday excluding national public holidays.
- **“Support Hours”** means Telarus will provide effort between the hours of 7:00am and 8:00pm, Melbourne local time, Monday to Friday excluding national public holidays.
- **“After Hours”** means any time other than those included in “Support Hours”.
- **“24 Hours”** means Telarus will provide continuous effort until resolution.
- **“Service Channel”** means a Telarus approved medium of communication as detailed below.

Service Channel	Contact	Hours of service	Severity
Telephone - NOC	1300 788 848	Support Hours	Severity 1 to 5
Email – NOC	support@telarus.com.au	7am – 8pm Melbourne AU	Severity 4 & 5
Pager – NOC	1300 788 848	After Hours	Severity 1 to 5

Severity

- **“Severity 1”** means the unavailability of multiple service resources and redundant capability is not available or has been exhausted.
- **“Severity 2”** means the unavailability of an individual resource and redundant capability is not available or exhausted.
- **“Severity 3”** means the unavailability of an individual resource and automated redundancy is fulfilling demand.
- **“Severity 4”** means a service issue that has resulted in degraded performance of a service resource.
- **“Severity 5”** means a detected or suspected technical issue that is not currently impacting service availability / performance or a technical enquiry.

Maintenance

- **“Scheduled Maintenance”** means a planned activity performed with customer notice and having a minimum notice period
- **“Emergency Maintenance”** means activities required at short or without notice to rectify fault or failure of infrastructure and or software where without timely action a service may be degraded or fail
- **“Hazard Notification”** means the issuing of a customer notice, identifying maintenance activities that have potential to impact upon a service resource
- **“Customer Notice”** means a communication in written electronic form, delivered via Electronic Mail (email) to the customer nominated contact followed by an elapsed period of four hours
- **“Lead Time”** means the elapsed time between customer notice and the commencement of maintenance activities

- **“Notice Period”** means the elapsed time following a customer notice before effort may begin.
- **“Maintenance Window”** means a period in time used for the purpose of maintaining the hardware and software used

Service Description

- Telarus Cloud Connect refers to hosted infrastructure within the Telarus Data Centre environment which provides access and storage resources to customers who use the service
- Telarus provides Telarus Cloud Connect upon the basis of a “Managed Service”. Telarus will supply and configure hosted environment resources in line with agreed customer requirements and Telarus standards
- The service is accessible by Customers using Veeam Backup and Replication version 8 and above via either a Telarus or third party provider Internet service
- Telarus Cloud Connect does not include Disaster Recover functionality or computing resources
- Storage resources are multi-tenanted and presented to customers via an abstraction layer. The abstraction layer provides security between customer data repositories ensuring they cannot interact with one another
- Customer premise Internet services are not included within the Telarus Cloud Connect product definition or service terms. Network services are subject to discrete Service Terms through their relevant provider
- Telarus Cloud Connect is provided by way of a third-party application being Veeam Cloud Connect. Telarus manage and support all hosted service infrastructure. The customer must manage, or seek a partner with suitable skills to manage, their on premise infrastructure
- Where Telarus provide the Internet service, data transfer between the customer premises and the Telarus Cloud Connect platform will be unmetered for upload and download. The exception to this are mobility services (including 3G and 4G) which are always metred
- Where the Customer uses a Third Party Internet service, the Customer must be aware that data transit will likely be metered and billed to/from their premises. This may attract excess charges for which Telarus bear no responsibility
- The customer is responsible for understanding and adhering to any compliance or regulatory requirements regarding off site backup and restoration services
- Telarus Cloud Connect is not guaranteed to always be available, a Service Level Agreements for availability, fault response and resolution are included in this service schedule
- Telarus Cloud Connect resources are purchased on a per Virtual Machine license basis and in 500GB storage increments, with a minimum of 500GB per Customer. Customers are billed for backup storage based on the total capacity provisioned. Customers are billed on a per Virtual Machine back-up basis calculated monthly
- Telarus Cloud Connect services may only be purchased by customers with up to date service agreements for their on premise Veeam infrastructure

Provision of Services

- Telarus Cloud Connect is available only via an SSL session over the Public Internet
- Service performance and stability will depend upon a number of factors including but not limited to customer premises Internet service specification, available bandwidth at any given time, latency between source and destination networks, general internet performance etc
- Telarus will commence provisioning of service once appropriate orders have been accepted and the target for service delivery is 5 working days. Should delivery be expected to exceed the targeted delivery date, Telarus will inform the customer of the revised date
- All handover information and RFS notifications will be via email to the appropriate customer contact
- Telarus will provide suggested configuration guide for Customer on premise Veeam Backup and Repository services but it is the responsibility of the customer to configure and support all on premise infrastructure and applications
- Telarus Cloud Connect services do not include the support or maintenance of any on premise or other applications or services hosted outside of our hosted solution

Contract Term

- The minimum contract term is 1 month
- Service cancellations will occur 30 days after a cancellation request is accepted by Telarus

Decommission and Data Deletion

- Customer data will be destroyed upon termination of contract (the day after the final billable day of service)
- Data will not be retrievable by Telarus or the Customer

Fees and Charges

Each Telarus Cloud Connect service may be subject to service charges in addition to the monthly recurring charges. The customer must pay all fees detailed in the Telarus Cloud Connect Service Order, applicable to each service unless otherwise agreed by means of Customer Specific Terms.

Schedule of Fees – Non Recurring

Description	Service Charge – Ex GST
VM Backup to TCC License (per month)	\$10.00
1TB of Backup Storage	\$60.00
Data Seeding up to 5TB from Portable Media	\$375.00
Data Seeding additional per TB from Portable Media	\$50
Data Retrieval per TB to Portable Media	\$75

Ordering and Provisioning

- The standard provisioning interval for Telarus Cloud Connect services is 5 business days, commencing on the business day following acceptance of the order by Telarus.
- Telarus will use all reasonable endeavours to provide each Telarus Cloud Connect service on the customer requested date, specified in the service order.
- Dates specified in the service order are targets only. Telarus will provide the customer an estimated Ready For Service date (eRFS) and keep the customer informed as to order progress throughout the provisioning process.
- Each Service Order contains a number of information fields essential to the timely delivery of Telarus Cloud Connect services. These fields identified by an asterix "*" symbol upon the Service Order are required information fields.
- Omission of these fields may delay the issuing of an eRFS date until such time the required information is provided by the customer. Telarus is not liable for service provisioning delays caused by the omission of required information fields upon a Service Order.

Term and Commencement

- Each Telarus Cloud Connect service will be supplied for the term specified in the Service Order, which may not be less than 1 Months.
- Once Telarus confirms that a Telarus Cloud Connect service is Ready For Service, Telarus will notify the customer contact identified upon the Service Order via email.
- The term for each Telarus Cloud Connect service commences on the RFS date unless otherwise agreed in writing by both parties.

Service Order Cancellation

A customer may request the cancellation of a Service Order at any time. Such requests must be communicated in writing by way of email communication to customer.service@telarus.com.au. A request for Service Cancellation is deemed to have been received upon written acknowledgement of the request from Telarus.

For each discrete Service Order the Minimum Term nominated will be upheld. Where the cancellation of a Service Order is requested prior to the elapsed Minimum Term identified upon the Service Order, the customer will be required to pay all remaining monthly recurring charges and any incurred once off charges.

Where the cancellation of a Service Order is requested after the elapsed Minimum Term identified upon the Service Order, the cancellation date will be 30 calendar days from receipt of the request for Service Order Cancellation.

Customers will remain liable for all service charges identified upon the Service Order and within this service schedule until and including Service Cancellation Date.

Service Order Withdrawal

A customer may request the withdrawal of a Service Order no later than 3 business day prior to the Estimated Ready For Service (eRFS) date. Any request after this time may be accepted or declined at the sole discretion of Telarus. Such requests must be communicated in writing by way of email to

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Telarus Pty Ltd

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“customer.service@telarus.com.au”. A request for Telarus Cloud Connect Service Order Withdrawal or Telarus Cloud Connect Late Service Order Withdrawal is deemed to have been received upon written acknowledgement of the customer’s request from Telarus.

A fee is chargeable for each Service Order withdrawn as indicated within the Schedule of Fees.

Service Levels

Telarus Cloud Connect network services are supplied with 24 x 7 technical support. In the event a customer requires technical assistance the following targets apply.

Response Time

In the event a customer requires technical assistance, customers must contact the Telarus Network Operations Centre (NOC) via one of the defined service channels appropriate to the severity and current time of day.

Time of Day	Service Channel	Response Time
Support Hours	Telephone - NOC	5 Minutes
After Hours	Pager – NOC	30 Minutes
Support Hours	Email – NOC	60 Minutes
After Hours	Email – NOC	Next Business Day

Technical Support

Technical support services are prioritised by severity and performed upon the basis of the below defined targets. Following the appropriate response time, Telarus effort is provided in-line with customer nominated severity.

Severity	Effort	Restoration Target
Severity 1	24 Hours	Not Applicable
Severity 2	24 Hours	Not Applicable
Severity 3	24 Hours	8 Hours
Severity 4	24 Hours	12 Hours
Severity 5	Support Hours	24 Hours

Where the severity of a technical support request is ambiguous, Telarus will provide support on a 24 Hour basis until such time a severity is agreed by both Telarus and the customer. If the nominated severity is deemed to be inappropriate, Telarus may downgrade or upgrade the nominated severity. In the event multiple technical support requests are received in parallel, effort will be prioritised in order of severity. Multiple technical support requests of like severity will be addressed in parallel.

Technical support is provided for each of the service resources, being physical, logical or both. Refer to the product description for definition and description of each service resource. Technical support beyond that of the service resource may be provided at the discretion of Telarus.

Escalation

A customer may at any time request that a service request be escalated to Telarus management. This request may be verbal or in writing through a specified Telarus service channel. All requests for escalation will be responded to without delay.

Service Maintenance

Maintenance and upgrades are essential to the ongoing reliability and security of any technology service. Maintenance activities will be required from time to time, some of which will be service

impacting. Where possible, Telarus will perform these activities within scheduled maintenance windows after customer notice has been provided.

Maintenance activities will be performed by Telarus under the three defined criteria.

- Hazard Notification
- Scheduled Maintenance
- Emergency Maintenance

Maintenance Type	Minimum Notice Period
Hazard	12 Hours
Scheduled	7 Days
Emergency	Best Effort

All maintenance activities are performed under the Telarus change control processes.

Service Availability & Rebates

The Service Level Availability target represents the percentage of time the Telarus Cloud Connect service is expected to be available to the customer during a given month. The following time periods are excluded from the unavailable time calculation: (Excluded Hours)

- Scheduled Maintenance
- Any remediation activities to provide a safe work environment.
- Unavailable time caused by force majeure;
- Unavailable time caused by suspension or termination of the service as required by law or as otherwise permitted in the Standard Form of Agreement;
- Unavailable time resulting from a customer request for scheduled maintenance.
- Unavailable time resulting from an electrical failure at the customer's premises.

Telarus offers a service availability target of 99.5% within any given calendar month for Telarus Cloud Connect services.

Service availability rebates are calculated in accordance with the formula defined below:

- $\text{Service Hours} = \text{Total Hours in Calendar Month} - \text{Excluded Hours}$
- $\text{Measured Availability} = \text{Service Hours} - \text{Unavailable Hours}$
- $\text{Service Level Availability} = \text{Measured Availability} / \text{Service Hours} * 100$

Rebates Due to Service Unavailability

When service level availability falls below 99.5% for each discrete service resource, a rebate will be calculated as a proportion of the monthly recurring charge and will be applied as a credit to the account that the service resides upon. Such rebates will be calculated according to the following:

Total Unavailable hours in any month	% rebate of the Monthly Recurring Charge
More than 1 hours but less than 4 hours	15%
More than 4 hours	30%

Claims under this SLA must be made within twenty (20) business days of restoration of the fault. Customers should submit claims in writing to their Account Executive.

Customer Agreement

- Telarus Cloud Connect Customers must have Veeam Backup version 8 or later to access the service
- Telarus Cloud Connect Customers must have an on premise public Internet service with appropriate bandwidth available to perform backup and restoration tasks to match their backup schedule strategy policy requirements
- Customers must keep a Primary Backup Copy stored within On Premise Backup infrastructure. The Telarus hosted Secondary Backup Copy is accessed where the Primary Backup Copy has become unavailable
- Customer Veeam infrastructure must be under continued maintenance support
- It is the Customers' responsibility to configure on premise Veeam infrastructure to connect to the Telarus Cloud Connect service
- It is the Customers' responsibility to follow appropriate support paths through Veeam pertaining to service issues which exist outside of the Telarus Cloud Connect product
- Telarus and its suppliers are not liable for any interruption or delay in the data backup or restoration processes
- Neither Telarus or its suppliers are liable to the customer in any circumstances, including negligence, in relation to any service supplied to the customer, any delay in supplying the service or any failure to supply the service.
- The customer agrees to comply with the Telarus "Acceptable Use Policy" available from www.telarus.com.au/terms.html
- Telarus or its suppliers may suspend or re-configure a Telarus Cloud Connect service if any of the events specified in this agreement occur, and whether or not this occurs, the customer remains liable for use of the service.
- The customer releases Telarus from all liability and indemnifies Telarus against all loss suffered by the customer in connection with any claims made or actions brought against Telarus (including be 3rd parties) arising from:
 - Disruption in the ability to backup or restore data
 - Unavailability, suspension or cancellation of any customer service;
 - Possible breaches of the Telecommunications Standard 2011 in respect to an "End User" to the extent that the loss is caused by the provision, transfer or cancellation of all or in part of the Telarus Cloud Connect service.
- The customer acknowledges that Telarus has certain obligations to assist law enforcement and other government agencies, including a requirement to ensure it is capable of intercepting a communication passing over its network of facilities
- The customer acknowledges that Telarus cannot offer any guarantee of data backup or recovery speeds due to the Telarus Cloud Connect service being delivered via contended public Internet services
- Telarus accept no liability other than the rebate structure outlined in this document