

## CLOUD SERVICE SCHEDULE – Newcastle –

### 1 DEFINITIONS

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Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Backup Agent** means the backup software installed on the End Point.

**Backup Plan** means a contracted allotment of data in GB at a set rate, associated with a Retention Policy and Backup Schedule, to which customer End Point is subscribed.

**Backup Schedule** means the reoccurring process in which backups are performed.

**Backup Type** means the method in which the backup is performed, e.g. full backup or incremental backup.

**Compute** means the combination of CPU or vCPU and RAM required for the operation of a Virtual Machine in the IaaS Platform.

**Core Backup Platform** means the hardware and software platform utilised by Vocus to deliver this service, to the point where the network is no longer owned or operated by Vocus. This includes the backup servers and storage responsible for controlling backup jobs and data, storage of backup data, delivering a network backup target and any media and media devices used for storing data, or reading/writing to media.

**CPU** means central processing unit and refers to the hardware that executes computer programmes (e.g. operating systems or applications).

**Customer** means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to “You” and “Your”.

**Data Centre** means a secure and environmentally controlled facility for the physical storage and operation of computing and telecommunications equipment.

**End Point** means the system on which the Backup Agent is installed.

**End Users** means a customer of the Customer.

**Excess Data** means data in GB exceeding the contracted allotment of data specified in the Backup Plan.

**Firewall Service** means a service designed to filter traffic between the Internet and a Customer’s environment.

**GB** means Gigabytes, or a billion bytes.

**Infrastructure as a Service (IaaS) or ‘Services’** means the virtualised Compute, Storage, Firewall, Load Balancing, Backup, and Software services available under this Service Schedule and “Service” means any one of them.

**Load Balancing** means a method for distributing workloads across multiple computers.

**OS** means Operating System which is a collection of software that manages computer hardware resources and provides common services for computer programs. The hardware resources may be physical or virtual.

**Private Network** means a layer 2 or layer 3 network service, designed to connect two or more locations together without the traffic being accessible to the Internet or passing through an additional firewall or other gateway.

**Professional Services Rate Card** means the document setting out Vocus’ then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

**RAM** means random access memory and refers to the volatile memory of a computing system used to store information temporarily for the use of computer programmes. RAM is typically measured in GB.

**Recovery Point Objective** means the amount of data at risk, measured by time.

**Recovery Time Objective** is the duration of time taken to recover data.

**Retention Policy** means a defined manner in which backed up data will be maintained on the Core Backup Platform.

**Service Levels** means the service levels set out in the Vocus SLA.

**Service Request** mean a request from the Customer for information, advice, add, move, change or access to an IT function

**Standard Terms and Conditions** means the standard terms and conditions between

Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available on Vocus' website.

**Storage** means a disk storage system which contains multiple disk drives.

**Supplier** means any provider of Software products available to You under this Service Schedule.

**vCPU** means a virtual CPU. One or more vCPUs are assigned to every Virtual Machine within a IaaS environment. Each vCPU is seen as a single physical CPU core by the Virtual Machines operating system.

**Virtual Machine** means a virtual machine instance that executes within the IaaS Platform. Each Virtual Machine will be allocated an amount of Compute (CPU, RAM) and Storage resource, and includes references to "VM".

**Vocus SLA** means the Vocus service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

**Work** means the work required to be performed by Vocus to enable the provision of the Services and includes any arrangements made with any other Supplier in relation to the provision of the Services.

## 2 THE SERVICES

### 2.1 General

- (a) This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.
- (b) Vocus will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.
- (c) Vocus may vary the Service if reasonably required for technical, operational and commercial reasons

provided such variation does not have a material adverse effect on the Customer.

### 2.2 Maintenance of Vocus Infrastructure as a Service Platform

Vocus must give the Customer as much prior notice as is reasonably practicable in the circumstances of:

- (a) maintenance of the Vocus IaaS platform other than Scheduled Maintenance; and
- (b) any change to the Vocus IaaS platform which is likely to cause degradation to the Services.

### 2.3 Emergency Support

Emergency support is available outside standard support hours on a 24x7 basis and is chargeable on a time and materials basis. Time will be charged at prevailing call-out rates. Any additional costs incurred by Vocus will be passed onto the customer with a 15% mark-up. Emergency support is available for:

- (a) urgent restores where Vocus personnel are required to be involved;
- (b) urgent restores where physical media needs to be retrieved from offsite;
- (c) urgent restores where virtual machines need to be restored to the Vocus virtual platform; and
- (d) issues with the Core Backup Platform (non-billable).

### 2.4 System Integrity

Vocus reserves the right to limit, throttle or otherwise modify a Service supplied to a Customer, on a temporary or permanent basis, in order to ensure operational integrity and performance are maintained for all users of the systems and infrastructure that Vocus operates to deliver the Service

## 3 ADDITIONAL SERVICE CHARGES

### 3.1 Software licensing

Vocus may pass through to the Customer without addition, and the Customer must pay, any increase in the cost of Third Party Software from time to time.

### 3.2 Service Requests

Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

### 3.3 Other Charges

Vocus may charge the Customer at its then commercial rates when Vocus responds to a request from the Customer for services not expressly stated as included with the Service in the Standard Terms and Conditions, this Service Schedule or the Service Order, including but not limited to, reconfigurations, device replacements, setup, restoration of services or data, test restorations, backup validations and domain administrator assistance. Charges are subject to the Professional Services Rate Card or otherwise notified to the Customer and are subject to change.

Microsoft® and VMware®. Any licences ordered will incur the fees as set out on the Service Order. Customer acknowledges that licence fees may change from time to time in accordance with price changes from the Supplier and agrees to pay the new fees when notified by Vocus.

## 4 INFRASTRUCTURE AS A SERVICE DESCRIPTION

### 4.1 Compute and Storage

#### 4.1.1 Service Description

The Compute and Storage service includes:

- (a) one or more Virtual Machines made up of:
  - (i) vCPU resources purchased in vCPU units;
  - (ii) virtual RAM resources purchased in 1GB units;
  - (iii) virtual storage in 10 GB units;
- (b) one globally unique Internet routable static IP address assigned to the Customer's Virtual Machine.
- (c) all computing hardware, configured by Vocus to provide reliability and availability (as per Vocus SLA), with the IaaS Platform running VMware® vSphere and related products.
- (d) the Storage service includes a data repository that is partitioned in virtual disks or LUN's. These are available in a variety of performance and redundancy configurations.
- (e) ability to access the Virtual Machines via the Internet or optionally via a Private Network. Fees for any Private Network and for connecting the Virtual Machines to the Private Network are as specified in the Service Order and are in addition to any fees for the Virtual Machines.
- (f) if specified in a Service Order, the Service will include service provider software licences from leading software vendors including

#### 4.1.2 Limits and Exclusions

- (a) If there is any CPU contention, the IaaS Platform will automatically balance CPU time between requesting sources, however Vocus may limit Virtual Machine CPU usage if excessive CPU requests are affecting other Virtual Machine sources on the IaaS Platform.
- (b) If the Customer has purchased Internet bandwidth from Vocus, the Customer will receive a data transfer allowance for bandwidth traffic to and from its Virtual Machine. Bandwidth utilised above that agreed allowance (as specified in the Service Order) will be charged as additional excess bandwidth at the rate specified in the Service Order.
- (c) The Virtual Machine Service is provisioned with an operating system only. The operating system and any additional software is to be maintained by the Customer unless expressly agreed otherwise by Vocus and set out in the Service Order.
- (d) Storage capacity cannot be decreased once it has been created.
- (e) Backups are the user's responsibility, unless expressly agreed otherwise by Vocus and set out in the Service Order, and can be performed within the user's machine.
- (f) Patching of any operating system or application software is the responsibility of the Customer and is not supported by Vocus.
- (g) Security of the Operating System, any application software that executes on a Virtual Machine and/or any data stored, whether temporarily or permanently, in a Virtual Machine or any other Storage are the responsibility of the Customer. Vocus will ensure physical security of the IaaS Platform and Storage hardware and any necessary security to protect any software or system that is part of the IaaS Platform or

Storage hardware but excluding any Operating System or application software that executes within a Virtual Machine or data stored within a Virtual Machine or other storage system.

#### 4.1.3 Vocus responsibilities

Vocus must:

- (a) maintain server hardware used by the IaaS;
- (b) monitor the IaaS Platform to ensure overall system reliability and availability; and
- (c) ensure that the facility and the room in which the IaaS Platform is housed is protected by a monitored alarm system, and that all entries to the room are logged and traceable.

#### 4.1.4 Customer responsibilities

The Customer must:

- (a) maintain OS and application software patching;
- (b) manage all third party software, applications and all backup requirements unless otherwise expressly agreed on the Service Order;
- (c) install and maintain applications on the server;
- (d) prepare themselves for the consequences of any downtime or unavailability of the Services. Vocus does not include any disaster recovery services unless expressly agreed otherwise on the Service Order; and
- (e) provide Vocus with the following in relation to any Software Licences supplied by Vocus to the Customer:
  - (i) agree to always provide Vocus with a true representation of staff and licensing numbers;
  - (ii) assist in reporting on license usage when a request is made by Vocus or the license vendor;
  - (iii) all requested changes relating to licensing must be made in writing or via a Service Order.

## 4.2 Firewall Service

### 4.2.1 Service Description

The Firewall Service includes:

- (a) an enterprise grade protective firewall;
- (b) a choice of:
  - (i) a shared HA Virtual Firewall with a dedicated rule set; or
  - (ii) a dedicated HA Virtual Firewall with dedicated rule sets,  
as specified in the Service Order;
- (c) security and other updates to the Firewall Service, managed by Vocus to ensure minimal impact to the Customer ; and
- (d) configuration and deployment of the Customer's Firewall Service in accordance with the configuration set out in the Service Order. Any request for reconfiguration after completion of the initial configuration in accordance with the Service Order will be charged at standard rates.

### 4.2.2 Firewall Service Usage

The Firewall Service may be used to protect one or more of the following:

- (a) Virtual Machine instances;
- (b) Customer equipment hosted in a Vocus Data Centre; or
- (c) Customer equipment connected to the Firewall Service by means of a communications network provided by Vocus.

### 4.2.3 Firewall Service Fees

The Customer will be liable for the fees listed on the Service Order. Additional Firewall Service fees may apply at the prevailing rates where the Customer makes a request of Vocus for any of the following additions or changes to an existing Firewall Service:

- (a) additional Virtual Machine instances to be added to a Firewall Service;
- (b) additional Customer equipment or IP addresses are added to a Firewall Service;
- (c) additional networks added to a Vocus supplied communications network

being protected by a Firewall Service;

- (d) Customer requested configuration changes to a Firewall Service;
- (e) Customer lodged faults that are no fault of Vocus; or.
- (f) Assistance in the configuration of customer equipment connecting to the Firewall Service.

#### 4.2.4 Limits and Exclusions

- (a) If the supply of the Firewall Service causes an adverse effect on the Vocus Firewall Service as a whole, or any part of the Vocus network, or any Customer Equipment or Vocus Equipment, Vocus may at its discretion suspend the Service immediately pending resolution of the issue.
- (b) Additional IP addresses and networks can be added to the Firewall Service at the rates set out in the Service Order.
- (c) Configuration of the Firewall Service will be enacted by Vocus under the direction of the Customer. The impact of any rule set or other configuration applied at the Customer's instruction or request is the responsibility of the Customer.
- (d) No firewall or other security system can be guaranteed secure. As such, Vocus is not responsible for any breach of security, attempted or successful intrusion, loss or damage incurred by the Customer as a result of or related to any actual or perceived failure of the Firewall Service or other breach of the Customer's security. Customer must verify to their own satisfaction of the suitability of the Firewall Service to protect their information, systems and/or network.

### 4.3 Enterprise Backup Service Description

#### 4.3.1 Enterprise Backup Service

The Vocus Backup Service is delivered as an infrastructure service where Vocus manages the Core Backup Platform. It is the Customers' responsibility to manage their End Points. Customers will have access to perform the self-service tasks listed below (**Self Service Tasks**) to complete the delivery of the service. If the Customer requests Vocus to perform the Self Service Tasks, the

Customer will be charged at prevailing rates. Self Service tasks include the following:

- (a) include or exclude items to be backed up within a client backup set;
- (b) perform a restore where the restore does not require offsite media, and is not a restore of an image backup from the Vocus virtual platform;
- (c) stop, start and pause backup jobs;
- (d) report on the status of the last backup job performed by a backup client;
- (e) install a Backup Agent on the End Point.

#### 4.3.2 Vocus Responsibilities

Vocus is responsible for performing the following tasks:

- (a) ensuring the integrity of the Core Backup Platform;
- (b) ensuring sufficient network connectivity, capacity and availability within the Core Backup Platform;
- (c) monitoring the Core Backup Platform on a 24x7 basis;
- (d) configuring the Backup Schedules including the association of an End Point with a Backup Schedule;
- (e) importing and exporting of media from the tape library, and facilitating collection and storage of tape media at a suitable offsite facility;
- (f) any additions, changes or alterations that the customers cannot make themselves, though self-service additional charges may apply);
- (g) creation of a unique DNS name to be used to identify the End Point.

#### 4.3.3 Customer Responsibilities

The Customer is responsible for performing the following tasks:

- (a) requesting alterations or changes to the service as required;
- (b) approved contact(s) to advise Vocus of faults as early as possible;
- (c) installation of the Backup Agent on the End Point as per Vocus instructions;
- (d) configuration of a unique client DNS name assigned by Vocus, in a manner which results in the name



being resolvable to the End Point IP address by the End Point;

- (e) reviewing backup reports to ensure backups have completed satisfactorily, and escalating to Vocus support where backups have not completed and the issue is believed to reside with the Core Backup Platform, and cannot be resolved by the customer with the use of the self service access provided;
- (f) performing testing restores as required to ensure the integrity of backed up data, and usability of this data in a business sense;
- (g) planning Recovery Point Objectives and Recovery Time Objectives in line with your own business requirements and the functionality provided by this service;
- (h) requesting Vocus services (provided on a T&M basis) to perform test restores, where it is beyond the ability of the customer to perform this themselves. For example where tape media needs to be recovered from offsite;
- (i) for the avoidance of doubt, it is the sole responsibility of the customer to ensure the integrity of backed up data as Vocus has no way of validating nature, content and form of any backed up data.

#### 4.3.4 Restoration

- (a) Any work time incurred by Vocus engineers performing restoration of services or data is charged to the Customer at Vocus standard engineering rates.
- (b) Where restoration is required to a device other than a network end point or performance to a network endpoint is not deemed satisfactory, it is the Customer's responsibility to provide an alternative device or endpoint for restoration of data.

#### 4.3.5 Backup Validation/Test Restoration

- (a) The Customer must request Vocus to perform any test restorations or backup validations.
- (b) Where a test restoration is requested, any time incurred by Vocus engineers will be charged to

the Customer at Vocus standard engineering rates.

#### 4.3.6 Backup Type

- (a) For file system or image Backup Agents the first backup to be performed for the End Point will be a full backup. All subsequent backups will be incremental backups followed by synthetic full backups.
- (b) For all other Backup Agents a full backup will be performed on the Friday of each week. Subsequent backups will be incremental backups until the Friday full backup occurs again.
- (c) All data copied to tape will be a full backup.

#### 4.3.7 Excess Data

- (a) Should the Customer exceed the data allotment in the contracted Backup Plan, Excess Data will be billed at 1.5 times set per GB rate associated with the Backup Plan.
- (b) Customer data must not exceed the amount of data defined in the Backup Plan stated in a Service Order without the prior written consent of Vocus. If Customer data exceeds the amount of data defined in the Backup Plan without Vocus' consent:
  - (i) the Excess Data applies to all data used by the Customer in excess of the Backup Plan;
  - (ii) Vocus' obligation to comply with the Vocus SLA is waived and Vocus has no liability to the Customer for any loss or damage suffered by the Customer as a result of any failure to meet Service Levels for the duration of the period of the excess data usage
  - (iii) the Customer indemnifies Vocus in respect of any losses, damages, costs or other liabilities incurred by Vocus as a result of the excess data use, the unsuccessful completion of the Backup Schedule.

#### 4.3.8 Set-up and Installation

- (a) Upon Vocus' request, You must provide the items (if any) specified in

a Service Order to Vocus on or before the date set out in that Service Order.

- (b) Provided You have complied with clause 4.3.10.1(a), Vocus must carry out the Work in accordance with the Service Order.
- (c) You acknowledge that the quoted charge for carrying out the Work is based on the information that You have provided to Vocus. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Vocus' negligence), You will

pay Vocus an amount equivalent to any additional costs and expenses incurred by Vocus.

- (d) Vocus is not liable for any delay in performing the Work where such delay is due to the information provided by You to Vocus being inaccurate or the acts or omissions of You or any other person (other than an agent or employee of Vocus).

## **5 SERVICE AVAILABILITY**

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Vocus will provide the Services in accordance with the Vocus SLA.