Hosted Network service agreement (Cloud Connect)

Client

And

Hosted Network Pty Ltd

Last revised: 02/04/2015

Between: Client, called "the client"

And Hosted Network Pty Ltd
ABN 98 128 845 723, called "the company"

1. About the Hosted Network Cloud Connect service agreement

1.1 This document is the agreement in which the Client known as "the client" will enter with Hosted Network Pty Ltd ABN 98 128 845 723, ("the company") to utilise Cloud Connect services.

2. Hosted Network Cloud Connect

2.1 Hosted Network Cloud Connect is a Veeam compatible off site backup and storage service. Hosted Network's Cloud Connect allows the client to quickly enable off site backups and have control over their own retention period.

3. Definitions and Interpretation

3.1 In this Service Description:

Agreement means the client Agreement by and between Hosted Network and the client, together with these service terms.

Client means the entity entering into the Agreement with Hosted Network.

Hosted Network means Hosted Network Pty Ltd ABN 98 128 845 723.

Cloud Connect means Veeam offsite storage and backup files.

Terms these Cloud Connect Terms and Conditions.

4. Prerequisites

4.1 In order for the client to be compatible with Hosted Network Cloud Connect, the client must already possess a compatible and licenced version of Veeam on premise.

4.2 The client understands when using Hosted Network Cloud Connect they will be allocated two quota's in order to implement the service

4.2.1 The number of Virtual Machines to backup

4.2.2 Your virtual machine total disk storage in Hosted Network Cloud Connect measured in GB

5. Security

5.1 The client holds full responsibility over their passwords and access tokens. Should your service become compromised Hosted Network reserves the right to suspend or terminate the service if no actions have been taken by the client to resolve the issue in a reasonable timeframe.

5.2 If the client breaches the company's usage policy, Hosted Network has the rightful responsibility to terminate the client service, with no refund to be issued.

5.3 Hosted Network is not liable for any malicious activity, unlawful distribution of protected information or unprecedented security breaches of the client's Cloud Connect service.

6. Terms

6.1 Hosted Network reserve the right to change this service agreement and terms & conditions at any time.

6.2 Should the client cancel their service, all Cloud Connect data will be deleted and will no longer be available to any parties.

6.3 The Cloud Connect contract requires a minimum contract term of 1 month.

6.4 Advance payments are required across all services. Any service adjustments will be shown as outstanding payments.

6.5 The client has the option of monthly, quarterly or yearly billing.

6.6 The service will be automatically renewed for the selected period that the client has chosen.

6.7 The client has a guaranteed service level target of 100%

7. Service level rebates

7.1 The client is entitled to service level rebates should their service be disturbed, interrupted or unresponsive.

- 7.1.1 Less than 120 minutes service disruption = no rebate
- 7.1.2 More than 120 minutes service disruption but less than 240 minutes during a given calendar month = 20% rebate of the monthly service fee
- 7.1.3 More than 240 minutes service disruption but less than 480 minutes during a given calendar month = 40% rebate of the monthly service fee
- 7.1.4 More than 480 minutes service disruption but less than 960 minutes during a given calendar month = 60% rebate of the monthly service fee
- 7.1.5 More than 960 minutes service disruption but less than 1440 minutes during a given calendar month = 80% rebate of the monthly service fee
- 7.1.6 More than 1440 minutes in a calendar month = 100% rebate of the monthly service fee

8. Agreement Acceptance

8.1 The client accepts this Agreement by any of the following action:

A. Signing any quote or proposal provided by Hosted Network that includes Hosted Network Cloud Connect

B. Ordering Hosted Network Cloud Connect through the Hosted Network website