**SERVICE SCHEDULE - CLOUD PLUS VIRTUAL SERVER BACKUP**

The following terms apply to Virtual Server Backup Services provided by Cloud Plus Pty Ltd (**“Cloud Plus”**) to the Client and form part of and are incorporated into the General Terms between Cloud Plus and the Client (the **“Agreement”**).

Terms which have a defined meaning in the Agreement shall have a corresponding meaning in this Service Schedule.

**SERVICE DESCRIPTION**

**Cloud Plus Virtual Server Backup** offers the ability to perform image-level backups of Virtual Servers hosted by Cloud Plus and to perform both image-level and file-level restores of data that has been backed up where the Client needs to recover it due to data loss and/or corruption.

The backup software is tightly integrated with VMware ESXi such that there is no need to install a backup agent in the Virtual Server guest operating system. That significantly reduces the complexity of deploying and maintaining the backups and avoids unnecessary sapping the resources of the Virtual Server.

By default, Cloud Plus performs nightly backups with 30-day retention. The backup method used is reverse incremental. With this method the first backup taken is a full backup, after which each subsequent backup is a block-level incremental update. The backup software synthetically manipulates the backup image such that the last incremental backup appears to be a full backup. That significantly reduces the time required to restore a Virtual Server based on its state as at the time of the most recently backup.

It is possible to increase the frequency of the backup job to provide for a better recovery point objective and/or to increase the period of retention beyond 30 days as required. However, in both cases additional fees will apply to cover the required resources.

Image-level restores can either be a ‘full’ restore or an ‘instant’ restore. With a full restore the Virtual Server data is copied back into production storage from the backup repository before the Virtual Server can be powered on. With an instant restore the backup server makes the Virtual Server image available to VMware direct from the backup repository. Instant restores enable rapid recovery of a Virtual Server but the speed of access to the data will be slower than usual. However, once the Virtual Server is online it is possible to migrate it back to production storage using VMware vMotion so as to avoid any additional downtime that otherwise might have been required.

When performing file-level restores, Cloud Plus typically restores the data to a secure location, creates an ISO image with the necessary data in it and mounts it on the desired Virtual Server such that the Client can copy it into the desired location. That avoids the potential for important data to be unwittingly overwritten.

**Interstate Backup** is an option that provides the ability for a Virtual Server or group of Virtual Servers to be backed up to a Cloud Plus datacentre in another state. By default, the retention period will be as per the local backup job. The fees associated with this option include the cost of the network capacity required to transport the data to the remote datacentre. As per the local backups, if a frequency greater than nightly or a retention period greater than 30 days is required additional fees will apply. Whilst it is possible to restore Virtual Servers to infrastructure in a datacentre in another state this would require provisioning the necessary network elements (e.g. VLAN’s, Private Network Access and Managed Firewall), which will result in additional fees. If the network elements have not been pre-provisioned, this work would be performed on a best-efforts basis and this may not meet the Client’s disaster recovery requirements.

**SureBackup** is an option that provides the ability to schedule a Virtual Server or group of Virtual Servers to be restored into a secure sandbox environment, perform various checks (e.g. that the Virtual Server boots up correctly, that VMware tools load as expected and even that applications respond as expected). A report is then issued to the client to confirm that the Virtual Server/s have been restored and that the tests were positive. This capability should provide the Client with significant comfort around the viability of their backups. The default frequency for SureBackup is monthly. It is possible to increase the frequency however additional fees will apply to cover the required resources. There is a standard suite of tests that are available with SureBackup. Cloud Plus may be able to develop custom tests to cater for the Client’s requirements, however this will result in additional fees.

**PRICING**

Pricing for the Service and other charges under the Agreement shall be as notified by Cloud Plus (for example, in its proposal to the Client) and as otherwise notified or varied by Cloud Plus in accordance with the General Terms.

**ADDITIONAL TERMS**

1. Whilst Cloud Plus may provide general information regarding options available to the Client with Virtual Server Backup, such information is not advice and is provided on an “as is” basis. Notwithstanding any communications between the parties, it is the responsibility of the Client to select the backup frequency, retention period and any additional features that are most appropriate to its needs and the Client warrants to Cloud Plus that it has conducted all investigations and made all necessary inquiries in order to satisfy this requirement.
2. The Service may be subject to an SLA provided or published by Cloud Plus from time to time. Subject to the Agreement, Cloud Plus may vary any such SLA as required by providing the Client with at least 30 days’ notice.
3. The Client must ensure that its use of the Service and all data being backed up:
	1. is free from computer viruses, trojans, worms, hacking tools and other harmful components;
	2. does not infringe the intellectual property rights of any person;
	3. complies with the terms of the Agreement;
	4. does not defame any person; and does not breach any law (including without limitation any law relating to pornographic, obscene or offensive material, vilification, unsolicited electronic messaging, consumer protection, confidential information, information security, national security and public safety).
4. Cloud Plus Virtual Server Backup must be bought in conjunction with Cloud Plus Virtual Server.
5. Charges shall commence from the time Cloud Plus makes the Service available to the Client, whether or not the Client is ready to make use of the Service at that time.
6. Cloud Plus will facilitate up to three file level restores or one image level restore per Virtual Server at no additional cost in any given calendar month. If additional restores are required fees will be applied based on the then current hourly rate for such activities.
7. Cloud Plus is able to copy backup images to external storage and ship or otherwise provide these to the Client if required. Unless otherwise agreed in writing, the Client must provide Cloud Plus with a USB or storage device for this purpose at their own cost. Additional fees will apply for this service option, including any associated freight costs.
8. The Client grants Cloud Plus a license to view, use, reproduce and transmit the Client’s data, strictly for the purpose of this Agreement.
9. The client acknowledges that Cloud Plus is unable to provide absolute protection against data loss and that the ability for Cloud Plus to effectively protect the client against data loss is subject to the options selected with the service, such as backup frequency, retention period and any additional service features (e.g. SureBackup). The client warrants that it indemnifies and holds harmless Cloud Plus, its employees, contractors and suppliers against any issues relating to data integrity.
10. Notwithstanding anything in this Agreement, Cloud Plus is not obliged to review or monitor any of the Client’s content, although Cloud Plus may do so if permitted or required by law.
11. The rights and/or ownership for all software licenses made available to the Client for use with the Virtual Server Backup platform reside with Cloud Plus and do not transfer to the Client under any circumstances.
12. Cloud Plus will not be liable for any inappropriate or illegal content backed up or restored on behalf of the Client and the Client warrants that it will indemnify and hold harmless Cloud Plus, its employees, contractors and suppliers in relating to any such matters. Cloud Plus may cease providing the service and retains the right to apply an early termination fee if appropriate and to refuse refund for the service in such circumstances.
13. Cloud Plus will use its best endeavours to make the Service available to the Client 24 hours a day, 7 days a week. However, the Client acknowledges that the Service may be unavailable at times, due to various factors including but not limited to network and system maintenance, peak load and network or system failure.
14. The initial term for the Service will be as agreed with the Client at the time of purchase. During the initial term the fee for early termination will be the monthly fee times the number of months remaining in the term. The Agreement shall automatically renew on a month-to-month basis thereafter at which time either party may terminate the Agreement by providing the other party at least 30 days’ notice in writing.
15. Nothing in this Schedule limits any limitation, exclusion or indemnity contained in the General Terms.