**SERVICE SCHEDULE -CLOUD PLUS VIRTUAL SERVER**

**SERVICE DESCRIPTION**

Cloud Plus Virtual Server offers the Customer the ability to lease virtual servers that are hosted on a robust and highly scalable enterprise-class platform, whilst avoiding the associated capital expenditure and leveraging highly skilled technical resources from Cloud Plus.

For each instance of Virtual Server, the Customer specifies the required amount of CPU, memory and storage resources they need and can upgrade over time as required, again without the need to purchase any hardware. Leveraging the Microsoft Service Provider Licensing Agreement (SPLA) and relationships with other software vendors such as RedHat, Cloud Plus is able to incorporate software licensing within hosting solutions based on Cloud Plus Virtual Server. Customers may also utilise other Linux distributions (e.g. CentOS, Debian and Fedora) as the operating system for their virtual server.

The Cloud Plus Virtual Server platform has been engineered to deliver the ideal hosting environment for SME and Enterprise Customers. For optimal performance and peace of mind, the Cloud Plus Virtual Server platform utilises hardware from leading vendors and is hosted in first-class data centre facilities in multiple locations that the client can select from at the time of ordering so as to best suit their requirements.

Connected directly to the Cloud Plus’ international MPLS network, the Cloud Plus Virtual Server platform has high speed access to the Internet via Cloud Plus’ fault tolerant Tier-1 Internet backbone connections and Cloud Plus Virtual Private Networks (VPN’s).

**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 Customer) and as otherwise notified or varied by Cloud Plus in accordance with the General Terms.

**ADDITIONAL TERMS – GENERAL**

For the purposes of this Agreement: “Defined Abuse” includes misuse of the Service including without limitation: (a) giving an unauthorized person the Customer’s account and password details; (b) deliberately or recklessly disrupting Cloud Plus’ service; (c) engaging in the practice known as spamming; (d) using the Service in an unlawful manner; (e) using the Service to menace or harass others; (f) Denial-of-service attacks on other customers or any network; (g) using the Service to obtain unauthorized access to any network; or (h) as otherwise reasonably determined by Cloud Plus; and “Denial-of-service attack” includes behavior of the Customer that results in disruption of Cloud Plus’ service, disruption of other people’s access or their enjoyment of that access, including without limitation computer viruses and other harmful components, IRC harassment, e-mail bombardment, damage to internet-connected resources and channel flooding.

Cloud Plus will use all reasonable endeavors to make the Service available to the Customer 24 hours a day, 7 days a week. Furthermore, Cloud Plus will make leverage features within the Virtual Server platform to avoid any unnecessary downtime when carrying out regular maintenance and platform upgrades. However, the Customer acknowledges that the Service may be unavailable at times, due to various factors including but not limited to power loss, equipment failure and acts of God.

1. Cloud Plus Virtual Server needs to be bought in conjunction with either Managed Firewall or Colocation Ethernet to enable access via the Internet and/or a VPN.
2. Charges shall commence from the time Cloud Plus makes the Service available to the Customer, whether or not the Customer is ready to make use of the Service at that time.
3. Cloud Plus may provide the Customer with a unique login identification code, password and other login information required to enable connection to the Service.
4. The Customer grants Cloud Plus a license to view, use, reproduce and transmit the Customer’s data, strictly for the purpose of this Agreement.
5. The Customer must ensure that all data loaded onto Cloud Plus Virtual Server (whether via external media such as a USB drive or optical disk or via the network) or transmitted via Cloud Plus Virtual Server (whether by the Customer or another person):
   1. is free from computer viruses, trojans, worms, hacking tools and other harmful software;
   2. does not infringe the intellectual property rights of any person;
   3. complies with the terms of this Agreement;
   4. does not defame any person; and
   5. 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 and public safety).
6. The Customers is responsible for backup and recovery of any data hosted on their Virtual Server. Except where the Customer has purchased a Cloud Plus backup and recovery service, Cloud Plus provides no guarantees as to the integrity of the Customer’s data and the Customer warrants that it indemnifies and holds harmless Cloud Plus, its employees, contractors and suppliers against any issues relating to data integrity. For the avoidance of doubt, should Cloud Plus provide a backup and recovery service to the Customer, the conditions of any responsibilities or liability on the part of Cloud Plus will be as outlined specifically in relation to that service. The Customer must fully indemnify and defend Cloud Plus against any claim relating to the loss of data relating to the use of Cloud Plus Virtual Server.
7. Snapshots will be facilitated by Cloud Plus when requested by the Customer. Snapshots can be provided on a temporary basis only for a specific purpose and will be removed after 5 business days without further consultation if the customer has not requested Cloud Plus do so prior. If the customer is looking for a more permanent data protection solution other options should be considered.
8. Snapshots can impact performance and where a snapshot is requested by the customer, the customer accepts full responsibility for any performance impact that might occur.
9. Unless otherwise advised by Cloud Plus in writing, snapshots will provide crash consistency only. The customer accepts full responsibility for any data loss that may occur if there is a need to utilise a snapshot to roll back to a previous state for a Virtual Server.
10. Cloud Plus reserves the right to remove any snapshots without notice provided to the customer should the snapshot be deemed to be unduly impacting the performance or stability of the Cloud Plus Virtual Server platform.
11. Cloud Plus will action the creation and/or removal of a snapshot in as timely a manner as possible on request by the Customer. It is the responsibility of the Customer to confirm with Cloud Plus that the snapshot is in place before taking actions that might result in the need to roll back to a snapshot.
12. Cloud Plus will take due care in creating and maintaining a snapshot when requested but makes no warranty as to the accuracy of the data contained within the snapshot or its suitability for the Customer’s requirements. It is recommended that the Customer ensures that it has an appropriate backup solution in place to protect the data contained within its Virtual Server instance when using snapshots.
13. Should the Customer request Cloud Plus to perform more than 3 snapshots for a given Virtual Server within a given month, Cloud Plus reserves the right to apply a charge to cover the cost of facilitating such snapshots.
14. Notwithstanding anything in this Agreement, Cloud Plus is not obliged to review or monitor any of the Customer’s content, although Cloud Plus may do so if permitted or required by law.
15. Virtual Servers may be moved between physical servers and/or storage platforms for various reasons, such as facilitating hardware maintenance and for capacity management. Typically, such migrations will be transparent to the Customer but if required the Customer must cooperate with Cloud Plus to facilitate them.
16. The Customer is responsible for ensuring that it has the relevant hardware, software and services to access and maintain the Service and any data hosted on the Service.
17. The rights and/or ownership for all software licenses made available to the Customer for use with the Virtual Server platform reside with Cloud Plus and do not transfer to the Customer under any circumstances.
18. Cloud Plus will not be liable for any inappropriate or illegal content, security breach, distribution of protected information or other activity associated with the Customer’s Virtual Server and the Customer 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.
19. The initial term for the Service will be as agreed with the Customer 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.
20. Nothing in this Schedule limits any limitation, exclusion or indemnity contained in the General Terms.

**Performance**

1. The amount of RAM allocated to a virtual machine is the 'committed' amount of RAM for that virtual machine. It is also the maximum amount of RAM that is available (i.e. there is no ability to burst into any excess memory capacity that may be available).
2. The amount of processing power allocated to a virtual machine is the 'committed' amount of processing power for that virtual Server. It is also the maximum amount of processing power that is available (i.e. there is no ability to burst into any excess memory capacity that may be available).

**Security**

1. Cloud Plus encourages the Customer to purchase Cloud Plus Managed Firewall in conjunction with Cloud Plus Virtual Server in order to assist in protecting the Virtual Server from network-based threats. If the Customer chooses not to take up the option of Cloud Plus Managed Firewall the Customer will be responsible for providing their own firewall security and needs to be aware that there are significant risks of not having appropriate firewall protection in place.
2. Whilst an appropriate firewall is critical to ensuring the security of a Virtual Server it is only part of an overall security solution. The Customer must ensure that appropriate security measures are taken in terms of the operating system and applications running on their Virtual Server (e.g. applying latest security patches, disabling any unnecessary ports, conducting regular security audits etc).

**Access**

1. Once a Virtual Server has been provisioned Cloud Plus will provide the Customer with the Administrator (Windows) or root (Linux) account details such that it has full control over the operating system within the Virtual Server. Administration of the Virtual Server can be performed via protocols such as RDP (Windows) or SSH (Linux).
2. Should the client lose connectivity to the Virtual Server or need to undertake maintenance that requires direct console access, Cloud Plus can assist and/or facilitate access to the console of the Virtual Server. Such access may result in charges being applied on a time and materials basis.

**Software and Data**

1. Cloud Plus must install or facilitate the installation of the operating system for the Virtual Server. Cloud Plus can also supply licenses and facilitate the installation of various Microsoft applications under its licensing agreement with Microsoft. Once the operating system is in place and network access has been established it is possible for customers to load their own software into a Virtual Server. If the Customers requires assistance from Cloud Plus with the installation of any software not supplied by Cloud Plus (e.g. loading a CD image onto a Cloud Plus storage platform and making it available to the VM for installation), such assistance will be charged for on a time and materials basis with a minimum of two hours at $150.00 Ex-GST per hour. The licensing of any software not supplied by Cloud Plus is solely the responsibility of the Customer. The Customer must fully indemnify and defend Cloud Plus against any claim relating to the use of such software.
2. The Customer shall be solely responsible for the development, formatting, installing and maintenance of its data and for uploading its data to Cloud Plus Virtual Server and will ensure that it complies with any applicable laws.
3. In an event that copying of data to the Cloud Plus Virtual Server via the network is not deemed practical and the customer requires Cloud Plus to act as an intermediary to copy data to the customer’s Virtual Server, the Customer accepts full responsibility for the data and guarantees that the nature of the data is such that it will not be in breach of this Agreement.
4. In the event that clause 30 is exercised, the service will be provided to the Customer on a time and material basis and the customer acknowledges that Cloud Plus is not responsible for any impact to the Virtual Server this process may incur, including, but not limited to, exhaustion of disk space and damage to the operating system caused by faulty or poorly developed software.
5. The Customer is responsible for maintaining current patch levels and for any administration related to the operating system and all associated applications within each given Virtual Server unless otherwise agreed by Cloud Plus in writing. It is essential that Customer installs software tools within the operating system for their Virtual Server as directed by Cloud Plus from time to time in order to ensure that the appropriate operation and performance of the Virtual Server on the Cloud Plus Virtual Server platform.
6. The Customer agrees to comply with all appropriate third-party software licensing terms and conditions, whether advised by Cloud Plus or directly to the Customer, for software licenses that have been supplied by Cloud Plus (including updates).
7. Software vendors such as VMware and Microsoft may change products or pricing from time to time. Cloud Plus has no control over the above however will provide as much written notice to the Customer as is reasonably practicable should such changes occur.

**Acceptable Use**

1. The Customer agrees to use the Service only in accordance with any acceptable use policy or reasonable directions provided by Cloud Plus in writing from time to time.