
# IaaS Product

**(Version 1 IBM Blades and Version 2 VDC)**

**Service Terms**

**Version 1.1**

**29th Aug 2016**

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## 1. Introduction

1.1 This section defines the Service Terms of the Infrastructure as a Service (IaaS) product provided by Telarus to the Customers. This document forms part of our Standard Form of Agreement (SOFA), which includes the following:

(a) General Terms and Conditions
(b) Service Terms

## 2. Definitions

- **"Backup Storage"** means the environment deployed at an alternate Data Centre other than the production environment, which utilises the Veeam Backup and Replication suite.
- **"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. Hereinafter it is referred to as "Customer", "you", "your".
- **"Customer Data"** means all data or intellectual property which is owned by Customer and transferred into the Telarus environment for the purpose of using Telarus Service.
- **"Customer Nominated Contact"** means an email and telephone contact detail of an authorized customer representative, supplied to Telarus for the purpose of formal communication. (including system integrators)
- **"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.
- **"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.
- **"Force majeure"** means an event or circumstance beyond the reasonable control of Telarus.
- **"Hyper-Converged"** means the compute and storage components are natively integrated into a single platform to form a single node.
- **"IaaS Product"** means the hosted computing, storage, and backup environment within Telarus secure Data Centre, which Customer can use for their production environment.
- **"Scheduled Maintenance"** means a planned activity performed with customer notice and having a minimum notice period.
- **"Self-Managed"** means the Customer retain some self-management aspect of IaaS environment, such as virtualization and backup.
- **"Service Cancellation Date"** means the calendar date upon which Telarus has provisioned and starts to provide the service identified upon a Service Order.
- **"Service Commencement Date"** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **"Service Level"** means the percentage of time within a calendar month when the service is available to the Customer.

- **"Service Level Rebate"** means the available refund to Customer for a service due to specific duration of service outage.
- **"Telarus"** means Telarus Pty Ltd ABN 56 099 202 721 Level 8, 473 Bourke Street, Melbourne, Victoria trading as Telarus. Hereinafter it is referred to as "Telarus", "we", "us", "our".
- **"Unavailability"** means a service resource is failing to perform within a tolerance of 30% of its defined operating parameters.
- **"Virtualization Platform"** means a Telarus operated platform based on the VMware suite of products.

## 3. IaaS Offerings and Service

3.1 Telarus provides the following tailored IaaS product offerings, Customers may apply for one or more of them with an agreed allocation which can be adjusted:

(a) Compute and Storage

(i) Blade server for computing and separate data storage infrastructure, which is hereinafter referred to as "version 1".

(ii) Hyper-Converged combination of computing and storage, which is hereinafter referred to as "version 2".

(b) Network port and Data

(c) Telarus Managed Security

(d) Backup and Disaster recovery

(e) Licensing

3.2 Customers may apply for service upgrade from version 1 to version 2, the availability and delivery time will be assessed by Telarus on a case-by-case basis.

3.3 Customers cannot apply for service downgrade from version 2 to version 1.

## 4. Contract and Payment

4.1 Telarus IaaS product has a minimum contract term of 12 months for version 1, and one month for version 2. Customers can either select a month-by-month contract (for version 2), or a fixed time contract of 12/24/36 months.

4.2 Payment for the IaaS product is required to be conducted in advance. The first payment is required at the service commencement date. Customers may select to pay for the service monthly.

## 5. Billing

5.1 Billing is issued monthly.

5.2 Customer adjustment of service are billed monthly in arrears.

5.3 Invoice can be delivered by mail, by fax, electronically, depending on the selection of Customers.

## 6. Account and Passwords

6.1 Customers will be assigned to a combination of account and initial password details to log in to the IaaS service upon their service commencement date.

6.2 Customers can change the password any time and are responsible for keeping their password confidentiality. Telarus will not keep anything regarding to Customer passwords.

6.3 Telarus assumes that any access to Customer account or service using the correct password is authorized by the Customer. Customers are responsible for preventing any unintended access to their account and service. Customers will still be charged for usages of services if their account is used by a third party.

## 7. Ownership

7.1 Customers have ownership on the following items:

(a) Customer data
(b) Software supplied by customer
(c) Software purchased by customer from Telarus

7.2 Telarus has the ownership on the following items:

(a) All the software and licenses used to operate the Telarus environment
(b) Telarus physical and virtual hardware
(c) Virtual computers or storage that Customer access as part of the service

## 8. Security and Licensing

8.1 Customers are solely responsible for determining security levels for the self-managed environment and implementing appropriate security measures.

8.2 Should the Customer fail to implement security measures on self-managed environment and result in a breach or compromise, Telarus may suspend the IaaS service of the specific Customer and send Customer notice as soon as practicable to the Customer nominated contact, requiring Customer to rectify. This includes but not limits to the following:

(a) Evidence of hacker activity
(b) Virus, malware, or other malicious code
(c) Spamming which jeopardizes our operation or the service provided to other Customers

8.3 If the security breach is not rectified by the Customer within a reasonable timeframe, Telarus may terminate the IaaS service of the specific Customer and reserves the right to refuse refund on Customer service.

8.4 Telarus is solely responsible for complying with license terms for all software used to operate the Telarus environment. Telarus Managed Security (TMS) is supplied as a standard component of IaaS product and Telarus is responsible for the configuration and maintenance of TMS which provides a secure and dedicate link to the Internet.

8.5 Customer is solely responsible for complying with license terms of all software installed on self-managed environment and maintain valid licenses. Telarus reserves the right to suspend the IaaS service of the specific Customer when the following activity is discovered:

(a) License breach
(b) Infringement of any third party's intellectual rights

8.6 For Service Provider Bound licenses (such as Microsoft, Citrix, etc.) which are not transferrable and cannot be removed from Telarus environment, when the image of Customer virtual machine is moved out of Telarus environment, it is required that the Customer should remove the license from its virtual machine before the transfer is executed.

8.7 Telarus will not be liable for any content, security breach, pirate software, distribution of protection information, or any other malicious activities on the Customer self-managed environment.

## 9. IP Address and Data

9.1 Telarus may provide Customers one or more IP addresses for the access to IaaS service.

9.2 Telarus may change the allocated IP addresses for customers, all allocated IP addresses are properties of Telarus.

9.3 Customer may apply for a monthly allocation of data or unlimited data package. Only the inbound internet data (data downloaded to IaaS environment from Internet) will be calculated.

9.4 Data communicated between points within Telarus network and infrastructure is not charged.

9.5 When the Customer data usage exceeds the allocation it applies for, Customer will be notified with a Customer notice to Customer nominated contact. They will be charged for the excessive usage, or they can choose to apply for an upgraded allocation. See the Service Terms of Telarus Managed Security for details.

9.6 Telarus will not access Customer data without written consent from the Customer and will not provide access to Customer data to a third party other than law enforcement agencies.

9.7 If Telarus is required to provide Customer data by law enforcement agencies, we will send a Customer notice with a valid state of federal legal request.

9.8 Customers will have a high degree of control over their self-managed systems. If you configure and manage the system in such a manner that causes disruption to your service and/or deletion of your data, you will be solely responsible for any loss you may suffer.

## 10. Demarcation

10.1 The following IaaS components are within the scope of Telarus responsibility:

(a) Compute resources
(b) Storage infrastructure
(c) Network connectivity
(d) Operating system licensing (for version 2)

10.2 The following IaaS components are within the scope of Customer responsibility:

(a) Virtual machine resource allocation and capacity management
(b) High availability capacity management
(c) Server operating system installation and maintenance
(d) Application licensing and operation
(e) Operating system licensing (for version 1)

10.3 The Customer will be solely responsible for their connection to the IaaS service if they connect via public Internet access or BYO network. Telarus will provide no guarantee of latency or bandwidth.

10.4 For version 2, the Customer is not entitled in creating a number of virtual CPUs greater than allocated in the Service Order. If this is detected, Customer will be notified via Customer

Nominated Contact to turn off the exceeded number of virtual CPUs within 10 business days. Customer may choose to delete the exceeded virtual CPUs, otherwise Telarus will charge the excess vCPU usage 10 business days after the notice is issued to Customer and reserve the rights to suspend Customer VDC service if excessive vCPU usage recurs.

10.5 Telarus will not be responsible for the service outage or unavailability caused by force majeure of data centres.

10.6 Telarus is not responsible for any loss, theft or damage to customer device or data other than as a direct consequence of our negligence.

## 11. Service Changes

11.1 Telarus may cancel any service plans or account types at any time. The changes will take effect after Customer's current contract period expires.

11.2 Prior to the execution of service upgrade that Customer applies for (from version 1 to version 2), we may require the Customer to back up their data and power down the relevant servers. There will be a reasonable period of service outage which Telarus will send a Customer notice 3 business days prior to implementation by Customer nominated contact. The service upgrade may not be executed until you have disabled the relevant servers.

11.3 Telarus is solely responsible for preventing any data loss or damage during the period of migration for Customer data from version 1 to version 2.

11.4 There will be no service outage for service changes on the same version platform.

## 12. Data Backup and Recovery

12.1 Data backup is supplied as a standard component of IaaS product. Customer may choose to backup Customer data at any time.

12.2 For the backup management:

(a) For IaaS version 1, Customer is solely responsible for managing, maintaining, monitoring, testing the backups and preventing any unauthorized access to the backups. Telarus is responsible for managing the backup infrastructure, applications, and servers.

(b) For IaaS version 2, Telarus is responsible for managing, maintaining, monitoring, testing the backups and preventing any unauthorized access to the backups. Customer can perform file level restoration on the backups and is responsible for their operations.

12.3 Customer acknowledges that each data backup may overwrite an earlier backup.

12.4 Customer is responsible for ensuring that the contents included in the backup are compliant with the law and not held in contravention of any agreement, Court order, or any third party's intellectual property rights.

12.5 Telarus also offers an optional service "Disaster Recovery (DR)" which utilises a copy of Customer backup data in a geographically different location other than the production environment.

12.6 Customer acknowledges that there is over-subscription on computing resources (CPU and RAM) for their disaster recovery service.

12.7 Customer may select all their data or part of their data in the production environment to be included in the Disaster Recovery copy.

## 13. Data Retention

13.1 After service cancellation date, Customer Data relating to the IaaS service will be irretrievable and Telarus takes no responsibility for keeping them once a service is cancelled.

13.2 Telarus may keep the meta data relating to IaaS service for an indefinite period of time, according to **Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015**. This includes but is not limited to the following:

(a) Customer account data and contact information
(b) Customer contract information
(c) Payment and billing information
(d) Service usage

## 14. Service Levels and Rebates

14.1 Telarus Provides a Service Level Target of 99.99%.

14.2 The Service Level Availability (SLA) represents the percentage of time Telarus IaaS service is expected to be available during calendar month. It is calculated as: (Service hours – Unavailable hours) / Service Hours * 100%.

14.3 The following activities by Telarus will be excluded from the calculation of Service Hours:

(a) Scheduled Maintenance. E.g.: software upgrade.
(b) Remediation activities to provide a safe work environment
(c) Unavailability caused by force majeure
(d) Unavailability caused by suspension or termination of service as required by law or as otherwise permitted in the Master Service Agreement
(e) Unavailability caused by maintenance from Customer request
(f) Unavailability caused by service upgrade (from version 1 to version 2)

14.4 Service instability caused by the following activities of Customer on self-managed environment will not be covered by SLA and the unavailability caused by these will be excluded from the calculation of Service Hours:
(a) Software failure
(b) Software patching error
(c) Security vulnerability
(d) Software inconsistency
(e) Software incompatibility

14.5 The following service rebate applies when the service level availability falls below 99.93% for each discrete service resource:

| Service Unavailability in any month | % Rebate of Monthly Recurring Charge |
|---|---|
| Less than 30 minutes | Not Available |
| More than 30 minutes but less than 4 hours | 15% |
| More than 4 hours | 30% |

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

## 15. Commencement and Termination of Service

15.1 Service period starts as soon as it is provisioned and Customer can access the IaaS environment.

15.2 Telarus may terminate the IaaS service upon any of the following cases:
(a) We reasonably confirmed Customer's attempts to access or modify unauthorized system information, or to interfere with Telarus environment normal operations.
(b) We reasonably believe there is excessive or unusual use of the service.
(c) We reasonably believe Customer is unlawfully using the service.
(d) We reasonably believe Customer's use of the service infringe any third party's intellectual property rights.

## 16. Update of Service Terms

16.1 This Service Terms may be modified and updated from time to time based on business requirements. Telarus will provide a 10 business days' notice in advance of the actual implementation of any changes by Customer nominated contact to Customers.

16.2 When we change the Service Terms and notify the Customer, the Customer's continued use of the service signifies the automatic acceptance of the latest version service terms.